

DRAFT

**CONVEYANCE**

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

**BETWEEN**

(1) **M/S. KANYA KUMARI PROPERTIES PVT. LTD.** (having PAN– **AACCK4077G**) (2) **M/S. ENERGY ENCLAVE PVT. LTD.** (having PAN– **AACCE1130G**) (3) **M/S. ESTEEM NIRMAN PVT LTD.** (having **PAN: AACCE1128N**) all the above named companies are registered under the Indian Companies Act 1956, having its principal place of business at AB-9, Salt Lake City, Sector – I, Kolkata – 700 064, and are represented hereby their constituted attorney **MR. SANJAY GUPTA** son of Sri Gopal Prasad Gupta, by religion Hindu, by Nationality Indian, by occupation Business, residing at Dwarka Vedmani, AD–169, Sector–1, Salt Lake City, Kolkata–700 064, hereinafter jointly referred to as the **LANDOWNERS/VENDORS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors at office, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

(1) **SRI/SMT** ..... (Aadhaar No. ....)  
 son/wife/daughter of Sri ....., age about .....  
 Years, by occupation ....., (PAN .....), (2) **SRI/SMT** .....  
 ..... (Aadhaar No. ....) son/wife/daughter of  
 Sri ....., age about ..... Years, by  
 occupation ....., (PAN .....), both by faith ....., both by  
 Nationality Indian/s, both residing at the  
 .....

hereinafter referred to as the **PURCHASER/S** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

**AND**

**M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** (having PAN–**AALCA5946M**) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist. – 24 parganas North, Kolkata 700 064 being represented by one of its Director **SRI SANJAY GUPTA** (Aadhaar No. 708950937284), son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, (having PAN–**ADRP6327Q**), by

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faith Hindu, by occupation Business, by nationality: Indian, residing at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist. – 24 parganas North, Kolkata –700064, hereinafter referred to and called as the **DEVELOPERS/BUILDERS/CONFIRMING PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **THIRD PART**;

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

1. **BUILDING:** Shall mean multi-storied Residential Building named as **MEENA AVALON**, consisting of residential flats/units, shops and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners-Vendors herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.
2. **LAND:** Shall mean ALL THAT piece and parcel of Amalgamated Land measuring an area of **20 (Twenty)** cottahs be the same a little more or less comprised in Part of **R.S. Dag No. 148**, lying and situates at **Mouza: Mahisbathan**, J.L. No. 18, P.S.: Salt Lake East (formerly Rajarhat), under L.R. Khatian Nos. **709, 710 & 711**, at present severally recorded in the names of the First Parties herein under L.R. Kh. Nos: 1264, 1265 & 1266 with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, Ward No.1(Old) of formerly Bidhannagar Municipality, at present Ward No. 28(New), under municipal limit of the Bidhannagar Municipal Corporation, Sector -V, Sub-Registration Office– Addl. District Sub-Registrar, Bidhannagar, Salt Lake, Dist.: North 24-Parganas morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written and/or given.
3. **PROJECT:** Shall mean an Enclave comprised of a dwelling Building in the nature of residential flats/units, car parking spaces and others with common facilities and common portions etc. and are collectively named '**MEENA AVALON**' 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 of building/s on and upon the subject land at the said premises be completed

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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 Bidhannagar Municipality and subsequently after merger at present the 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 authenticated document/s showing the erection/ construction of the subject building/s duly sanctioned/ approved and/or sanctioned/approved by the Bidhannagar Municipality **on dated 09-06-2015** vide **B.P. SL. No. A/BM/718(1/2) & A/BM/718(2/2)** 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 the 'Said 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 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 a small/medium size motor car in a space in the covered common car parking zone on the Ground Floor / Basement of the Building/s / in the Open Space within the premises that may be earmarked by the Developer herein for Parking Cars on extra costs. The said Car Parking Space/s shall be allotted to such prospective purchaser/s and/or buyer/s those who agree to purchase the same against payment of additional consideration for each one car parking space morefully described in Part-II of the second Schedule hereunder agreed to be purchased by the purchaser herein

**8. CARPET AREA:** Shall according to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by

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the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the Flat only available to the purchaser and or the occupier of the same.

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

**10. SUPER BUILT AREA:** Shall mean in context to a Unit as the plus proportionate undivided share of the common areas

**11. CLUB FACILITIES AND OTHER AMENITIES:** Shall mean a Club consisting of a Community Hall measuring approximately 850 sq. ft. a little more or less for facilitating the meetings and conferences of the residents/owners of all the units togetherwith a Multi-Gym Centre including indoor Games Room measuring approximately 400 sq. ft. a little more or less for facilitating the Club-Members for physical exercise by modern amenities as shall be provided by the Developer on the roof of the top floor of the Building within the project upon the payment/s of the charges and necessary incidental/s thereof.

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

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

**14. 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.

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**15. 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.

**16. 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.

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

**18. PROPORTIONATE OR PROPORTIONTELY OR PROPORTIONATE SHARE:** 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".

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

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

**21. SAID UNIT':** Shall mean a flat/car parking space etc. described, mentioned, explained and provided in the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.

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

**23. 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.

**24. DEVELOPER:** Shall mean **M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** 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 Lalit Kumar Pramanik and Others being the successors of Late Lakshmikanta Pramanik had been seized and possessed of and otherwise well and sufficiently entitled to amongst other landed property a Sali Land measuring 1.32 acres in R.S. Dag No.148, J.L. No. 18, under old Khatian No. 255 and thereafter in Part of Khatian No. 399 subsequently K.B. Khatian No. 323, in Mouza -Mahisbathan in the district of North 24-Parganas.

**B.** The said Lalit Kumar Pramanik and Other co-owners mutually and amicably distributed or partitioned the said entire Sali Land 1.32 acres in said R.S. Dag No. 148, in Mouza Mahisbathan, in the district of North 24-Parganas amongst themselves upon which the said Lalit Kumar Pramanik became exclusively seized and possessed of a divided and demarcated portion of the said land comprised in R.S. Dag No. 148 measuring 0.33 acre be the same a little more or less.

**C.** That by an Indenture of Sale dated 07.12.1990 duly registered with the ADSRO Bidhannagar and recorded in Book - 1, Volume No. 184, Pages 17 to 24, Being No. 7828

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for the year 1990, the said Lalit Kumar Pramanik therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed absolutely and forever the said 0.33 acre demarcated land comprised in Part of R.S. Dag No. 148, under the said K.B. Khatian No. 323 at Mouza - Mahisbathan in the district of North 24-Parganas unto and in favour of Sri Debabrata Gupta, Sri Sanghabrata Gupta and Smt. Manjusree Gupta therein jointly referred to as the Purchasers.

**D.** Since after the said purchase by virtue of the aforesaid Sale Deed the said Debabrata Gupta & Ors. became the absolute owners in respect of the entire said demarcated land measuring 0.33 acre in said R.S. Dag No. 148 in Mouza - Mahishbathan and while thus seized and possessed thereof, by an Indenture of Sale dated 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book -1, Volume No. 221, Pages 337 To 344, Being No. 10195 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed a portion measuring 6 cottahs, 11 chittaks, 42 sq. ft. fully divided and demarcated as Lot – 'A' and particularly described in the Second Schedule therein out of the said 0.33 acre morefully described in the First Schedule thereunder unto and in favour of M/s. Swapna Printing Works Private Limited therein referred to as the Purchaser.

**E.** Subsequently by another Indenture of Sale on same day the 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book -1, Volume No. 221, Pages 345 To 352, Being No. 10196 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed another portion measuring 6 cottahs, 08 chittaks, 06 sq. ft. fully divided and demarcated as Lot – 'C' and particularly described in the Second Schedule therein out of the aforesaid 0.33 acre morefully described in the First Schedule thereunder unto and in favour of Mr. Arunava Bhattacharya son of Late Makhanlal Bhattacharya therein referred to as the Purchaser.

**F.** Subsequently by another Indenture of Sale on same day the 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book - 1, Volume No. 221, Pages 353 To 360, Being No. 10197 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed another portion measuring 6 cottahs, 11 chittaks, 43 sq. ft. fully divided and demarcated as Lot – 'B' and particularly described in the Second Schedule therein out of the aforesaid 0.33 acre morefully described in the First Schedule thereunder

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unto and in favour of Mr. Buddhadev Bhattacharya son of Late Makhanlal Bhattacharya therein referred to as the Purchaser.

**G.** Since after the aforesaid Purchase through the said Deed of Conveyance dated 30.11.1992 Being No. 10195 the said M/s. Swapna Printing Works Private Limited thus became absolutely seized and possessed of the said plot of land marked as Lot –‘A’ measuring 6 (six) cotthas 11 (eleven) chittaks, 42 (forty two) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised in Mouza - Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.711 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof by a **Deed of Conveyance dated 17.07.2007** duly registered with the Office of the Addl. Registrar of Assurances – II Kolkata and recorded in Book -1, Volume No.1, Being No.06280 for the year 2007 the said Swapna Printing Works Pvt. Ltd. therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot – A land measuring 6 (six) cotthas 11 (eleven) chittaks, 42 (forty two) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 711, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Landowners/Vendors herein jointly therein referred to as the Purchaser.

**H.** Since after the aforesaid Purchase by dint of the said Deed of Conveyance dated 30.11.1992 Being No.10196 for the year 1992 the said Mr. Arunava Bhattacharya thus became absolutely seized and possessed of the said plot of land marked as Lot –‘C’ measuring 6 (six) cotthas 08 (eight) chittaks, 06 (six) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised in Mouza Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.710 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof by a **Deed of Conveyance dated 17.07.2007** duly registered with the Office of the Addl. Registrar of Assurances – II Kolkata and recorded in Book -1, Volume No.1, Being No.06278 for the year 2007 the said Mr. Arunava Bhattacharya therein referred to as the

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Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot – C land measuring 6 (six) cotthas 08 (eight) chittaks, 06 (six) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 710, at Mouza- Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Vendors herein jointly therein referred to as the Purchaser.

I. Since after the aforesaid Purchase through the said Deed of Conveyance dated 30.11.1992 Being No.10197 for the year 1992 the said Mr. Buddhadev Bhattacharya thus became absolutely seized and possessed of the said plot of land marked as Lot –‘B’ measuring 6 (six) cotthas 11 (eleven) chittaks, 43 (forty three) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised at Mouza Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.709 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof by a **Deed of Conveynce dated 17.07.2007** duly registered with the Office of the Addl. Registrar of Assurances – II Kolkata and recorded in Book -1, Volume No.1, Being No.06282 for the year 2007 the said Mr. Buddhadev Bhattacharya therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot – B land measuring 6 (six) cotthas 11 (eleven) chittaks, 43 (forty three) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 709, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Vendors herein jointly therein referred to as the Purchaser.

J. By virtue of the aforesaid purchases by dint of the said three Deed of Conveyances Being Nos. 06278, 06280 & 06282 all for the year 2007 the Vendors herein thus become jointly seized and possessed of the aforesaid 3 plots of land marked as Lot – A, Lot – B & Lot –C respectively adjacent to each other and in amalgamated nature total admeasuring a land area about 0.33 acre equivalent to 20 cottahs be the same a little more or less comprised in R.S. Dag No. 148, **at Mouza Mahisbathan**, P.S. Rajarhat at present

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Bidhannagar (East), under L.R. Khatian Nos. 709, 710 & 711 at present severally recorded in the names of the First Parties herein under L.R. Kh. Nos. 1264, 1265 & 1266 with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, within the municipal limit of the Bidhannagar Municipal Corporation, and morefully described in the First Schedule hereunder written and for the sake of brevity collectively hereinafter referred to as the 'Said Land' / 'Said Property'

**AND WHEREAS** after the purchase of the aforesaid property the Landowners herein have applied before the Bidhannagar Municipal Corporation for mutation in respect of the entire 'Said Land' under the First Schedule hereto and the Bidhannagar Municipal Corporation have duly assessed the Said Property under the First Schedule hereto and mutated and recorded the names of the First Parties herein as the absolute joint owners of the Said Property under the First Schedule hereto, **and the First Party herein are jointly paying rates and taxes thereof to the Bidhannagar Municipal Corporation..**

**AND WHEREAS** the Owners hereby declare that the entire 'Said Land' under the First Schedule hereto is free from any charge, claim, demand, attachment, alignments and free from all sorts of encumbrances whatsoever and the First Party herein being the Owners thereof have marketable title thereto;

**AND WHEREAS** being desirous of development of the entire demised land under the First Schedule by way of construction of multi-storied buildings thereon and thereupon consists with various numbers of self-contained residential flats, car parking spaces, shops and others 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., by a Development Agreement **dated 07-04-2015**, the First Parties herein as the Landowners thereof appointed **M/S. ASTDURGA CONSTRUCTION PVT. LTD.** as the exclusive authorized Developer as well as the Agent of the First Parties and against the terms, conditions and stipulations mentioned therein thereby issued an exclusive license to the Developer to develop, construct and subsequently sell of the flats/car parking spaces/shops/units in the building or buildings so to be constructed by the Developer on and upon the Owners said land hereunder the First Schedule save and except the "Owners' Allocations" as mentioned therein and the said Development Agreement is self-explanatory;

**AND WHEREAS** by virtue of the said 'Development Agreement' **dated 07-04-2015**, the Developer has after obtaining the physical possession of the said land from the Land

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owners prepared and obtained a Composite Building Sanction Plan from the Bidhannagar Municipality **dated 09-06-2015** vide **B.P. SL. No. A/BM/718(1/2) & A/BM/718(2/2)** and commenced the construction works of multi-storied buildings on and upon the Owners said demised land hereunder the First Schedule which is under progress.

**AND WHEREAS** the said Development Agreement' **dated 07-04-2015** was not registered and as such to meet up the present urge of the law and to make the work of development, construction and selling of Developer's Allocations by the Developer more valid and lawful and to avoid any litigation in future, a fresh Development Agreement have been further executed by and between parties herein and duly registered at the Office of the ADSR Bidhannagar, North 24 Parganas, recorded in Book- I, Volume No:1504-2015 , Pages:30375 to 30410, Being No. 02139 for the year 2015 under the same lawful terms and conditions contained in previous Development Agreement and the said registered Development Agreement is self-explanatory;

**AND WHEREAS** to meet up the true objects and intends of the said Development Agreement and to facilitate the Developer to fulfill the terms and conditions of the said Development Agreement and for proper implementation thereof by a Specific Power of Attorney dated 24/11/2015 duly registered on 30-11-2015 at the Office of the ADSR Bidhannagar, North 24 Parganas, recorded in Book – I, Volume No: 1504-2015, Pages: 33191 to 33208, Being No. 02227 all the Land Owners First Party herein therein referred to and called as the Principals appointed and empowered the said Astdurga Construction Pvt. Ltd. And Mr. Sanjay Gupta being the Director thereof therein referred and called as the 'Constituted Attorney' to do, execute and perform any or all necessary acts, deeds, matters and things in respect of the work of development and construction of the Housing Project on and upon the Owners' 'Said Land' under the First Schedule hereto and also of selling of the Developer Allocations under the said Development Agreement to the purchasers' intent to purchase the units / flats / car parking spaces / shops in the said Housing Project together with undivided, impartable proportionate share of the Land under the First Schedule hereto.

**OWNERS/VENDORS REPRESENTATIONS:**

1. The Owners-Vendors herein are the joint owners 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

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sorts of encumbrances, charges, liens, lispendenses, 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 Owners-Vendors herein by and way of and under the terms and conditions of the said Development Agreement and by which they have appointed the Developer herein as the only and exclusive Agent of the Owners to execute all the work of development and completion thereof in respect of the Owners' Said Land under the First Schedule hereto.

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

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

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

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

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

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**WHEREAS** the Purchaser/s 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 AVALON**" 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 piece and parcel of the **Flat No.** ..... on the ..... **Floor** having total super built up area of .....**Sq. Ft.** in the said Building thereof and described in the Part – I of the Second Schedule hereunder written together with the undivided impartable proportionate share and/or portion of land thereof along with the all common easement rights over the subject building and/or to use the common areas and common parts of the said Housing Enclave at or for the price of ₹ ...../- (**Rupees** .....) only together with **covered common Car Parking Space** measuring about an area a little more or less 135 Sq.Ft. super built up thereof and described in the Part – II of the Second Schedule hereunder written for the price of ₹ ...../- (**Rupees** .....) only aggregating a total price of ₹ ...../- (**Rupees** .....) only and which offer or proposal have been accepted by the Vendors 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 'Said Property' consisting of All That piece and parcel of the **Flat No.**.... on the ..... **Floor** having total super built up area of ..... **Sq. Ft.** in the said Building together with covered common **Car Parking Space** measuring about 135 Sq. Ft. a little more or less super built up area morefully and particularly described in the Second Schedule hereunder written together with undivided, impartable proportionate share or portion of the Said Land described hereunder the First Schedule togetherwith common easement rights in all the common areas and common parts and also the common facilities so are described hereunder the Third Schedule and as provided at the Said Premises by the Vendors and the Developer at or for a total consolidated price of ₹ ...../- (**Rupees** .....) only free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and from any corner and manner whatsoever. The '**Said Flat**' alongwith '**Said Car Parking Space**' described hereinabove and morefully described in the Second Schedule hereunder for individual use

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and enjoyment of the Purchaser/s alongwith said proportionate & undivided shares of common rights in all “Common Parts”/“Common Areas” in the “Said Building”/“Said Block” and also Common Parts and Common Areas in the Said Enclave as described in the Third Schedule hereunder written Togetherwith said undivided and impartable proportionate rights, title and interest as an owner/s with other co-owners in the ‘Said Land’ under the First Schedule hereto are collectively hereunder transfer to the Purchaser/s by the Vendors and the Developer and; hereinafter and hereinabove for the sake of brevity collectively referred to as to “SAID PROPERTY”.

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

### 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 and memorandum of consideration hereunder written and/or given admit and acknowledge and of the form the payment of the same and every part thereof the Owners/Vendors herein forever release, discharge and acquit the Purchasers herein the undivided impartable proportionate share and the properties and rights and appurtenants thereto and the Owners/Vendors doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein ALL THAT piece and parcel of the **Flat no.** ..... on the ..... **Floor** having Carpet Area measuring ..... Sq.ft., Covered/Built-up area about ..... and total super built up area of ..... **Sq. Ft.** in the said Building thereof together with covered common **Car Parking Space** measuring an area about a little more or less 135 Sq. Ft. super built up thereof and severally described in Part – I and Part – II of the SECOND SCHEDULE hereunder together with the undivided impartable proportionate share in the land contained in the FIRST SCHEDULE hereunder written together with common easement rights in the common areas more fully and particularly described under the THIRD SCHEDULE hereunder written in common with the

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co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispenses and attachments whatsoever and together further with and subject to the stipulations and provision in connection with the beneficial common use and enjoyment of the premises including the undivided impartible proportionate share of the land by the Purchasers herein along with co-owners and occupiers thereof and in connection with the beneficial enjoyment of the Unit/ Flat and/or Apartment by the Purchasers herein exclusively AND TO HAVE AND TO HOLD the said Unit/Flat and the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever but subject to the covenants contained hereto and as provided hereunder and also subject to the Purchasers paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/Flat and/or the said share and the properties and rights appurtenant thereto together with as well as the payments mentioned under the FOURTH SCHEDULE hereunder written and enjoyment of the easements or quasi-easements rights and others thereof. The Purchasers herein are fully satisfied with the specifications of the said Unit/Flat together with covered Car Parking Space as provided by the Owners/Vendors and the Developer herein.

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

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

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appurtenant thereto together with the benefits, rights and properties 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 thereof without any interruption, disturbance claim or demand whatsoever from or be the Owners/Vendors herein or any person or persons claiming through under or in trust for the Owners/Vendors herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are expressly contained herein.

3. The Owners/Vendors herein shall from time to time and at all times hereafter upon every request and at the costs of the 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 Owners/Vendors herein and the Association upon its formation shall unless prevented by fire or some other irresistible events from time to time and at all times hereafter upon reasonable request and the costs of the Purchasers herein produce or cause to be produced to the Purchasers herein or to their attorneys or agents or at any trial commission examination tribunal board or authority for inspection or otherwise as occasion shall require the original and/or certified copies of the original title deeds of the premises, as per the availability, whatsoever the case may be and also shall at the like request and costs of the Purchasers herein 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 DOTH HEREBY COVENANT WITH THE OWNERS/VENDORS AS WELL AS THE DEVELOPER HEREIN AS FOLLOWS:**

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

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

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

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

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

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

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

d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said

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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.

i) **NOT TO** do any act, deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers' enjoyment of the said Flat/Unit and/or Apartment.

j) **NOT TO** throw dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

k) **NOT TO** store or bring and allow to be stored and brought in the said Unit and/or Apartment any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

l) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

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- m) **NOT TO** fix or install air conditions in the said Flat and/or Apartment save and except at the places which have been specified in the said Flat and/or Apartment for such installation and not within the any other places including the external walls of the other Flats and or units.
- n) **NOT TO** do or cause anything to be done in or around the said Flat/Unit and/or Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit and/or Apartment or adjacent 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 Vendors/Developer herein differs from the colour scheme of the building or deviation or which in the opinion of the Vendors/Developer herein may affect the elevation in respect of the exterior walls of the said building.
- q) **NOT TO** installs grills the designs of which have not been suggested or approved by the Architect.
- r) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit and/or Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) **NOT TO** raise any objection whatsoever to the Developer's dealing with all the unsold and open areas including of common car parking spaces both in covered and opened parking zone enmarked by the Developer within the Complex in the manner as deemed fit and proper by the Vendors/ Developer herein.
- t) **NOT TO** make in the said Flat/Unit and/or Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer herein and/or any concerned authority.

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- u) The Purchasers shall not fix or install any disc-antenna/ window antenna on the roof/terrace or any place here and there in the said building excepting within the balcony of his/her/their own flat or apartment and in alternative the Purchasers shall be entitled to avail of the conceal cable lines facilities through stair-cases provided by the Vendors/Developer herein to the Purchasers and also the other owners of the units in the said premises at their cost.
- v) **NOT TO** use the said Flat/Unit and/or Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Marriage House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any 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 spaces or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.
- y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the Owners/Vendors herein.
- z) **TO ABIDE** by such building rules and regulations as may be made applicable by the Owners/Vendors herein before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- aa) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said Flat/Unit and/or Apartment.

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

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

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

**6.** The Purchasers acknowledge at or before entering these presents that the Developer herein have made known to the Purchasers herein that the Developer herein shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said 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 in terms hereof shall be considered completed and tenantable upon the execution of these presents and vacant possession thereof will be duly handed over by the Developer herein by issuance of letter/certificate of possession in favour of the Purchaser/s.

2. The Purchaser/s herein neither have nor shall claim from the Developer herein or any co-owner thereof any right title or interest in any other part or portion of the land and building SAVE AND EXCEPT the said share and the properties and rights appurtenant thereto and the said Unit and the undivided impartable proportionate share and the benefits rights and properties sold and conveyed.
3. The right of the Purchasers herein shall remain restricted to the said Flat and/or Unit only and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any right over and in respect of any other Flat/Unit and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners/Vendors herein shall have the exclusive right to deal with the same.
4. In as much as there are cluster of buildings to form part of the said Residential Enclave, 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 appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchasers agrees to abide by the Rules and Regulations framed by the said Holding Organization. The Building and the premises shall initially be managed and maintained by the Maintenance Agency.
5. The Owners-Vendors and the Developer herein in participation of all the co-owners including the purchaser/s herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer herein shall not be entitled to be recognized by the Owners-Vendors and the Developer herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its 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 Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.

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- a. The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer herein Party herein.
- b. All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Buildings including the Purchaser/s herein.
7. The Rules and Regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
8. The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the EIGHTH SCHEDULE of the said Agreement for Sale and all others stipulated hereto written and all the same shall be binding on the Purchaser/s herein.
9. The Purchasers agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said Flat/Unit and/or Apartment is mutated in the name of the Purchasers including the maintenance charges and/or service charges payable to the Developer/said Maintenance Company 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
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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/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 agrees 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 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 AVALON**" 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 Developer herein shall have exclusive right over all open areas, unsold constructed areas within the Premises, which are not specifically allotted.

17. The Developer/Confirming Party herein has launched a Club within the Said Enclave consisting of a Community Hall measuring an area about 850 Sq. Ft. more or less Super Built-up area and a Multi-Gym Centre measuring an area of 400 Sq. Ft. more or less Super Built-up area and the said Club is oriented by Multi-Gym with Indoor Games such as Carom, Table-Tennis etc. as may be provided by the Developer/ Confirming Party herein as it shall deem fit and proper according to its periphery. The Developer/ Confirming Party herein and/or upon formation of the Association and/or the Maintenance Company shall be the sole authority regarding the formulations of the rules, regulations thereof, numbers of

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membership and the allotment of membership of the said Club and the use and occupation of the said Community Hall, Gymnasium and Games and the Developer/Confirming Party herein and/or upon formation of the Association and/or the Maintenance Company the same also shall be entitled to increase or reduce the annual fees which has been at present fixed at the rate of Rs. 3000/- (Rupees Three Thousand) only per annum per member and further shall be decided and made under the sole authority of the Developer/Confirming Party herein and/or upon formation by the Maintenance Company and/or the Association thereof. The Purchasers herein have already obtained membership in the 'Said Club' upon payment of requisites one time registration fees thereof and agreed to abide by all the rules, regulations as also as for payment of annual fees and others development charges etc. as shall be payable time to time to keep up the membership thereof.

18. The hoarding of **MEENA AVALON** and the name of the Builder company to be erected any suitable place within the periphery of the subject Project/Premises.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE TOTAL SAID DEMISED LAND/ AMALGAMATED LAND JOINTLY OWNED BY THE FIRST PARTIES HEREIN)**

**ALL THAT PIECE AND PARCEL OF AMALGAMATED BASTU LAND** containing or admeasuring area of **20 (Twenty) cottahs** be the same a little more or less comprised in Part of **R.S. as well L.R Dag No. 148**, lying and situates at **Mouza: Mahisbathan, J.L. No. 18, Police Station: East Bidhannagar** as well as Salt Lake East (formerly Rajarhat P.S.), under L.R. Khatian Nos. **709, 710 & 711**, at present severally recorded in the names of the First Parties herein under **L.R. Kh. Nos: 1264, 1265 & 1266** with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, within the locality of Mahisbathan Polerait Road, Sector – V, Salt Lake City, Ward No. 1(Old) of formerly Bidhannagar Municipality, at present Ward No. 28(New), under municipal limit of the Bidhannagar Municipal Corporation, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, District: North 24-Parganas. The said entire land is Butted and Bounded by:

ON THE NORTH : By 14' Feet Wide Mahisbathan Polerait Road;

ON THE SOUTH : By R.S. Dag No. 156;

ON THE EAST : By Land in Part of R.S. Dag No. 148;

ON THE WEST : By Land in Part of R.S. Dag No. 148;

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

**ALL THAT** a self-contained Residential Flat being **Flat No. ....** on the **..... floor** in the said Building measuring a Carpet Area of .....**Sq. Ft.** more or less and Covered/Built-up area about ..... **Sq. Ft.**, having **Super built up area** (as defined above) of ..... **Sq. Ft.** more or less consisting of ..... (.....) Bed Rooms, ..... (.....) Living-cum-Dining space, ..... (.....) Kitchen, .... (.....) Toilet/s, ..... (.....) Verandah with tiles floor togetherwith undivided proportionate share of land written in the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Residential Building named "**MEENA AVALON**" and at the Said Premises.

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

**ALL THAT Car Parking Space** bearing **Parking Space No. ....** measuring a **super built up area 135 Sq. Ft.** little more or less for right to park one small size motor car hereunder sale unto and in favour of the Purchaser for use and enjoyment in common manners within Covered Common Car Parking Zone on the Basement/Ground floor within the said Enclave namely "**MEENA AVALON**" within land under the First Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO:****(COMMON PORTIONS AND COMMON FACILITIES)**

- 1) The land measuring **20 (Twenty)** cottahs a little more or less on which the buildings known as '**MEENA AVALON**' and all easements and quasi-easement rights and appurtenances belonging thereto.
- 2) Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
- 3) Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building for ingress and egress.

Continue.....

- 4) Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
- 5) Water pump with motor and pump house.
- 6) Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
- 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 within electric cabin/room.
- 12) Transformer for the Enclave including the space for the transformer.
- 13) Open space surrounding the said building at the said premises.
- 14) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 15) Common toilets in the Ground Floor.
- 16) Security Guard Room/Outpost.
- 17) All other part of the said building and the premises necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

Continue.....

**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 shall be born and paid proportionately in common by the co-owners.
- 11) The common maintenance cost per month at the existing rate of Rs. 2.50/- (Rupees Two & paisa Fifty) only per Square Feet of the each individual Unit/Flat from the date of possession which is increasable and or variable time to time as shall be determined by the Developer and subsequently by the Owners' Association or Managing Company/Syndicate as the case shall be.

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

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

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

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

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

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

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

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

1.

2.

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**LANDOWNERS/VENDORS**

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

1.

2.

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**PURCHASERS**

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

1.

2.

**Drafted by:**

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**DEVELOPER/CONFIRMING PARTY**

Continue.....

**RECEIPT**

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

**MEMORANDUM OF CONSIDERATION**

Ch. No.	Date	M/Receipt No.	A/c Head	Amount ( ₹ )	GST ( ₹ )
				Total	
				TDS 1%	
				<b>Grand Total ₹ .</b>	

(Rupees ..... Only)

**WITNESSES:**

1.

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**LANDOWNERS/VENDORS**

2.

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**DEVELOPER/CONFIRMING PARTY**

Continue.....