

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of in the year **TWO THOUSAND EIGHTEEN (2018)**.

BY AND BETWEEN

(1) **TARAMA APARTMENT PRIVATE LIMITED (PAN NO. AACCT8500F)** a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 having its Registered Office situated at 33A, Chandranath Chatterjee Street, Jagu Babu Bazar, Room No. 1E, Post Office & Police Station- Bhawanipore, Kolkata-700025 (2) **PINKROSE TRADELINK PRIVATE LIMITED (PAN NO. AAFCP4899L)** a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 having its Registered Office situated at 33A, Chandranath Chatterjee Street, Jagu Babu Bazar, Room No. 1E, Post Office & Police Station –Bhawanipore, Kolkata-700025 (3) **FASTER DEAL TRADE PRIVATE LTD** having **PAN NO. AABCF5293J** a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 and having its Registered Office situated at 33/A, Chandranath Chatterjee Street, Jagu Babu Bazar, Post Office- Bhawanipore, Police Station- Bhawanipore, District-South 24 Parganas, Kolkata-700025 both represented by its their Authorised Signatory Namely, hereafter called "the **VENDORS**" (which expression shall unless contrary and/or repugnant to the context include its successors-in-interest and/or assigns) of the **FIRST PART**.

A N D

GURUKUL HOMES PRIVATE LIMITED PAN NO. AACCG6896M, (previously known as Gurukul Agencies (P) Ltd.) a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 having its Registered Office situated at 61A, Park Street, 2nd floor, R. No. 22, P.O.-P.S.-Park Street, Kolkata-700 016, represented by its Authorised Signatory Namely **MR. ABHISHEK MUKHERJEE (PAN : CFHPM0334R)**, son of Sri Prabir Kumar

Mukherjee, residing at 20, Deshbandhu Nagar, P.O. – Deshbandhu Nagar, P.S. Baguiati, District-North 24 Parganas Kolkata-700059, hereafter called "the **DEVELOPER**" (which expression shall unless contrary and/or repugnant to the context include its successors-in-interest and/or assigns) of the **SECOND PART**

A N D

(1) (**PAN**, wife of, by faith-
..... by occupation-....., by nationality-, residing at
Post Office-, Police Station-, District-, Kolkata-
....., , hereinafter referred to as the "**PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their/its heirs legal representative, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS

- A)** Whereas one Khagendra Nath Mondal, Nagendra Nath Mondal, Jogendra Nath Mondal, Ratan Chandra Mondal, Kamala Kanta Mondal, Durga Das Mondal, Sunil Kumar Mondal sold, transferred and conveyed a piece and parcel of land admeasuring 15 Decimal in Dag no. 99, 100 and 19 Decimal in Dag no. 638/978 total 34 Decimals unto and in favour of Anil Mondal by way of a Sale Deed dated 19.09.1987 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, Volume no. 108, Pages 355 to 364, being no. 5331 for the year 1987.
- B)** And whereas said Anil Mondal sold, transferred and conveyed another part of land admeasuring 2 Cottahs in Dag no. 638/978 unto and in favour of Barun Naskar by way of a Sale Deed dated 20.09.1991 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, Volume no. 148, Pages 63 to 68, being no. 8179 for the year 1991.
- C)** And whereas said Barun Naskar sold, transferred and conveyed said land admeasuring 2 Cottahs in Dag no. 638/978 unto and in favour of Santi Bala Mondal by way of a Sale Deed dated 04.12.2002 and the same was duly registered with the office of District Sub-Registrar-II at North 24-Parganas and recorded in Book no. I, Volume no. 35, Pages 367 to 377, being no. 1343 for the year 2003.
- D)** And whereas said Santi Bala Mondal sold, transferred and conveyed a piece and parcel of land admeasuring 2 Cottahs in R.S. & L.R. Dag no. 638/978 unto and in favour of M/s. Tarama Appartment Pvt. Ltd. and which was duly confirmed by Gautam Mondal, Shambhu Nath Mondal by way of a Sale Deed dated

03.11.2014 and the same was duly registered with the office of Additional District Sub-Registrar at Rajarhat and recorded in Book no. I, CD Volume no. 20, Pages 375 to 389, being no. 12152 for the year 2014.

- E)** And whereas said Anil Mondal sold, transferred and conveyed a part of land admeasuring 4 Cottahs in Dag no. 638/978 unto and in favour of Arun Naskar by way of a Sale Deed dated 12.05.1995 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, being no. 2454 for the year 1995.
- F)** And whereas said Anil Mondal sold, transferred and conveyed another part of land admeasuring 1 Cottahs in Dag no. 638/978 unto and in favour of Arun Naskar by way of a Sale Deed dated 05.03.2001 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, being no. 01515 for the year 2001.
- G)** And whereas said Arun Naskar sold, transferred and conveyed a piece and parcel of land admeasuring 4 Cottahs in Dag no. 638/978 unto and in favour of M/s. Tarama Apartment Pvt. Ltd. and which was duly confirmed by Gautam Mondal, Shambhu Nath Mondal by way of a Sale Deed dated 31.12.2014 and the same was duly registered with the office of Additional District Sub-Registrar at Rajarhat and recorded in Book no. I, CD Volume no. 9, Pages 941 to 955, being no. 04506 for the year 2015.
- H)** And whereas said Arun Naskar sold, transferred and conveyed a piece and parcel of land admeasuring 1 Cottah in Dag no. 638/978 unto and in favour of M/s. Tarama Apartment Pvt. Ltd. and which was duly confirmed by Gautam Mondal, Shambhu Nath Mondal, Anil Mondal by way of a Sale Deed dated 31.12.2014 and the same was duly registered with the office of Additional District Sub-Registrar at Rajarhat and recorded in Book no. I, CD Volume no. 9, Pages 925 to 940, being no. 04505 for the year 2015.
- I)** And whereas said Anil Mondal sold, transferred and conveyed another part of land admeasuring 2 Cottahs in R.S. Dag no. 638/978 unto and in favour of Kamala Mondal by way of a Sale Deed dated 23.06.1994 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, Volume no. 89, Pages 189 to 194, being no. 4086 for the year 1994.
- J)** And whereas Anil Mondal, Kamala Mondal sold, transferred and conveyed a piece and parcel of land admeasuring 4 Cottahs, 7 Chittacka and 42 Sq.ft. in Dag no. 638/978 unto and in favour of Nripen Mondal by way of a Sale Deed dated 22.08.2007 and the same was duly registered with the office of Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, CD Volume no. 18, Pages 5419 to 5434, being no. 11444 for the year 2010.
- K)** And whereas Nripen Mondal sold, transferred and conveyed said land admeasuring 4 Cottahs 7 Chittacks 42 Sq.ft. in Dag no. 638/978 unto and in favour of M/s. Faster Deal Trade Pvt. Ltd. and same was duly confirmed by Shambhu Nath Mondal, Gautam Mondal by way of Sale Deed dated 05.08.2016 and same was duly registered with the office of District Sub-Registrar-II at North

24-Parganas and recorded in Book no. I, Volume no. 1502-2016, Pages 68405 to 68433, Being no. 1502-2699 for the year 2016.

- L)** And whereas Ramkanta Mondal was the sole and absolute owner of all that piece and parcel of land admeasuring 2.40 Decimal in Dag no. 636 and land admeasuring 0.60 Decimal in Dag no. 637 by way of inheritance.
- M)** And whereas said Ramkanta Mondal died intestate leaving behind wife, four sons and one one daughter namely Hazaribala Mondal, Rishipada Mondal, Arjun Kumar Mondal, Nakul Mondal, Sahadeb Mondal, Samir Mondal, Sulachana Naskar as his legal heirs and successors.
- N)** And whereas Rishipada Mondal, Arjun Kumar Mondal, Nakul Mondal, Sahadeb Mondal, Samir Mondal, Hazary Bala Mondal gifted and transferred undivided share out of the said land admeasuring 2.40 Decimal unto and in favour of Sulachana Naskar by a Gift Deed date 28.12.2011 and the same was duly registered with the office of the Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, CD Volume no. 23, Pages 12586 to 12604, being no. 14630 for the year 2011.
- O)** And whereas Sulochana Naskar sold, transferred and conveyed said land admeasuring 2.40 Decimal in Dag no. 636 unto and in favour of Pinkrose Tradelink Pvt. Ltd. by way of Sale Deed dated 16.12.2016 and same was duly registered with the office of Additional District Sub-Registrar at Rajarhat and recorded in Book no. I, Volume no. 1523-2016, Pages 378078 to 378100, Being no. 152312546 for the year 2016.
- P)** And whereas one Biswaswar Mondal sold, transferred and conveyed a piece and parcel of land admeasuring 0.60 Decimal in Dag no. 637 & 2.40 Decimal in Dag no. 636 total 3 Decimals unto and in favour of Bharat Chandra Mondal by way of a Sale Deed dated 02.12.1967 and the same was duly registered with the office of District Registrar at Barasat and recorded in Book no. I, Volume no. 15, Pages 52 to 56, being no. 930.
- Q)** And whereas said Bharat Chandra Mondal sold, transferred and conveyed said land admeasuring 0.60 Decimal in Dag no. 637 & 2.40 Decimal in Dag no. 636 total 3 Decimals unto and in favour of Rishipada Mondal, Arjun Kumar Mondal, Nakul Mondal, Sahadeb Mondal, Samir Mondal by way of a Sale Deed dated 30.01.1979 and the same was duly registered with the office of Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 29, Pages 18 to 21, being no. 592 for the year 1979.
- R)** And whereas said Hazaribala Mondal, Sulachana Naskar gifted and transferred a piece and parcel of land admeasuring 0.18 Decimal out of 0.60 Decimal in Dag no. 637 unto and in favour of Rishipada Mondal, Arjun Kumar Mondal, Nakul Mondal, Sahadeb Mondal, Samir Mondal by a Gift Deed date 28.12.2011 and the same was duly registered with the office of the Additional District Sub-Registrar at Bidhannagar and recorded in Book no. I, CD Volume no. 23, Pages 12549 to 12563, being no. 14628 for the year 2011.

- S)** And whereas said Rishipada Mondal, Arjun Kumar Mondal, Nakul Mondal, Sahadeb Mondal, Samir Mondal sold, transferred and conveyed a piece and parcel of land admeasuring 3.60 Decimal in R.S. & L.R. Dag no. 636, 637 unto and in favour of Pinkrose Tradelink Pvt. Ltd. by way of Sale Deed dated 16.12.2016 and the same was duly registered with the office of Additional District Sub-Registrar at Rajarhat and recorded in Book no. I, Volume no. 1523-2016, Pages 378101 to 378123, being no. 152312545 for the year 2016.
- T)** And whereas one Dulal Naskar was sole and absolute owner of all that piece and parcel of land admeasuring 3 Cottahs 10 Chittacks 4 Sq.ft. by way of inheritance.
- U)** And whereas said Dulal Naskar sold, transferred and conveyed said land admeasuring 3 Cottahs 10 Chittacks 4 Sq.ft. in R.S. Dag no. 645 unto and in favour of Kanai Mondal, Shankar Pramanick by way of a Sale Deed dated 26.03.2003 and the same was duly registered with the office of District Sub-Registrar-II at North 24-Parganas and recorded in Book no. I, Volume no. 103, Pages 329 to 338, being no. 03804 for the year 2003.
- V)** And whereas said Sankar Pramanick @ Shankar Pramanick sold, transferred a part of the said land admeasuring 1 Cottah 13 Chittacks 2 Sq.ft. in R.S. & L.R. Dag no. 645 unto and in favour of M/s. Tarama Apartment Pvt. Ltd. by way of Sale Deed dated 03.11.2014 and same was duly registered with the office of Additional District Sub Registrar at Rajarhat and recorded in Book no. I, CD Volume no. 21, Pages 8513 to 8525, Being no. 12150 for the year 2014.
- W)** And whereas said Kanai Mondal sold, transferred a part of the said land admeasuring 1 Cottah 13 Chittacks 2 Sq.ft. in R.S. & L.R. Dag no. 645 unto and in favour of M/s. Tarama Apartment Pvt. Ltd. by way of Sale Deed dated 26.05.2015 and same was duly registered with the office of Additional District Sub Registrar at Rajarhat and recorded in Book no. I, Volume no. 1523-2015, Pages 4250 to 4266, Being no. 152305990 for the year 2015.
- X)** And whereas said M/s. Tarama Apartment Pvt. Ltd., M/s. Faster Deal Trade Pvt. Ltd., Pinkrose Tradelink Pvt. Ltd. became the joint owners of all that piece and parcel of land admeasuring 19 Cottahs 12 Chittacks 4 Sq.ft. in R.S. & L.R. Dag no. 636, 637, 638/978, 645 by way of aforesaid Sale Deeds.
- Y)** The Vendors secured and possessed an area of ALL THAT piece and parcel of land admeasuring 19 Cottahs 12 Chittacks 4 Sq.ft. lying and situate at Mouza Thakdari, J.L. no. 19, R.S. & L.R. Dag no. 636, 637, 638/978, 645 R.S. Khatian no. 151, 230 R.S. & L.R. Khatian no. 770, 105, 2165, 2164, 9, 2163, 366, 2162, 909, 2161, 893, 733 Police Station Rajarhat, District North 24-Parganas, within the ambit of Mahishbathan 2 No. Gram Panchayat at present Bidhannagar Municipal Corporation. more or less and more particularly described in the Schedule – 'A' hereunder written and hereinafter referred to as "the said land"

- Z)** That after purchase of the said land the Vendors mutated their names in the records of Block Land & Land Reforms Office, Rajarhat in respect of the lands in Dag Nos. in Mouza Thakdari .
- AA)** The land described in Schedule A hereunder was purchased by the Vendors from the said erstwhile owners along with the benefit of the Building Plan duly approved by the, all land every benefit, privilege available in respect of the said land along with the valid from year and in connection thereof building containing residential flats, etc. as shown in the details in the plans (hereinafter referred to as "the said Plan") became the beneficial entitlement of the Vendors herein.
- BB)** For the purpose of construction of the project the Vendors duly appointed the Developer herein to build, erect and construct a residential complex known as GURUKUL GRANDE PHASE-IV and the complex to be constructed by the Developer herein shall be an extension of other phases of Gurukul Grande on the adjacent properties and it is agreed that sharing of amenities and facilities together with electrical, sewerage, water and drainage network, ingress and egress roads, internal pathways and/or driveways, ducts and trenches shall be shared in all phases of Gurukul Grande and the Purchasers shall not object to the same individually and /or as a member of the Association upon its formation and/or at any time in the future.
- CC)** The Proposed Residential Complex has been decided by the Developer to be more popularly known as "GURUKUL GRANDE PHASE-IV " (hereinafter referred to as "the said Project")
- DD)** The purchasers(s) has/have taken inspection of the copies of the relevant title deed and the approved plans in respect of the said land and the building proposed to be constructed thereon and is satisfied about the title of the Vendors to the said land, and about the proposed building Scheme of the Developer on the said land.

- EE)** During the course of construction the Developer offered to sell self contained units at GURUKUL GRANDE PHASE-IV and the Purchasers herein opted to purchase One Unit after having taken inspection of the copies of the relevant title deed and the approved plans in respect of the said land and the building then proposed to be constructed thereon and is satisfied about the title of the Vendors to the said land, and about the proposed building Scheme of the Developer on the said land
- FF)** The purchasers herein expressed their desire to purchase one self contained residential Flat being **ALL THAT** the **Flat No** in **Phase IV Block** on the **..... Floor** measuring **..... Sq.ft. super built up area** of the complex comprised in the housing project "**Gurukul Grande -IV**" at Mouza Mahishbathan, P.S. Rajarhat now New Town constructed upon the demarcated part or portions of the said lands described in the FIRST SCHEDULE above written including the rights of user of the common area in the building and the lands as shown in the map or plan kept with the owner and **One Covered Car Parking Space** ALONG WITH the right to use and enjoy all common space including stair and roof, (morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID FLAT**) at and for a total consideration of **Rs..... (Rupees**) only and accordingly an Agreement for Sale dated **..... May,** made by and between the Owner/Vendors and the Developer herein and the Purchasers herein, and subsequently on this day this Deed of Conveyance is made amongst the Owner/Vendors and the Developer herein and purchasers.
- GG)** The purchasers have inspected a true copy of the said Agreement for developments, Power of Attorney and other documents relating to the title of the said land and sanctioned plan of the plot of land and building and title thereto acquired by the Owner/Vendors and the Developer herein and have fully satisfied herself about the title of land along with common space and facilities and of her right and obligations and of the Owner/Vendors and the Developer herein attached to the apartment.

NOW THIS DEED OF CONVEYANCE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO as follows :-

That in pursuance of the said Agreement for Sale and the said total consideration of **Rs..... (Rupees)** only by the purchasers to the Developer herein at or before the execution of these present (the receipt whereof the vendors and the Owner/Vendors and the Developer herein admit and acknowledge the same and release and discharge the purchasers from the payment of the said amount and every part thereof) and the Owner/Vendors and the Developer herein do hereby grant, convey, transfer and assign and assure unto the purchasers free from being **ALL THAT** the **Flat No** in **Phase IV Block** on the **..... Floor** measuring **..... Sq.ft. super built up area** of the complex comprised in the housing project "**Gurukul Grande-IV**" at Mouza Mahishbathan, P.S. Rajarhat now New Town constructed upon the demarcated part or portions of the said lands described in the **FIRST SCHEDULE** above written including the rights of user of the common area in the building and the lands as shown in the map or plan kept with the owner and **One Covered Car Parking Space** being **GURUKUL GRANDE PHASE-IV** ALONG WITH the right to use and enjoy all common space including stair and roof described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH the **Common Parts and Portions and Amenities** mentioned in **THIRD SCHEDULE** and the Purchasers shall enjoy the rights and easement as are described in the **FOURTH SCHEDULE** written hereunder and the Purchasers shall pay and bear the common expenses as are described in the **FIFTH SCHEDULE** hereunder written AND THAT the estate right and interest and other TOGETHER WITH all deeds, pattahs and muniments of title exclusively relation to or convey in the said Flat where the Owner/Vendors and the Developer herein have good right and full power and absolute authority to grant, convey, assign and assure the said Flat and simultaneously the Owner/Vendors and the Developer herein hereby granted, transferred or conveyed the said Flat TOGETHER WITH proportionate share of the land along with all rights on common space in favour of the Purchasers in which the purchasers shall hold, possess and enjoy the said Flat absolutely and forever with right to transfer the said Flat absolute and forever with

right to transfer the said Flat by way of sale, gift, mortgage, lease whatsoever and to receive the rents and profits and thereof without any lawful eviction interruption, claim and demand whatsoever from or be the Owner/Vendors and the Developer herein or any person or persons lawfully or equitably claiming from under or in trust for the vendors absolutely exonerated discharged, saved, harmless and kept indemnified against any person lawfully or from under or in trust for the vendors and the developer and all person having lawfully or equitably claiming any estate or interest in the said Flat or the said land or any part thereof, then the vendors and the developer shall and will from time to time and at all times hereafter at the request and costs of the purchasers do and execute and all such acts, deeds and things whatsoever necessary by which the purchasers shall be able to use and enjoy the said Flat absolutely and forever in the manner aforesaid. Henceforth the purchasers shall pay proportionate share of rents and taxes of the said land and Flat to the Government of West Bengal Apartment Ownership Act or any other similar Act along with other Flat owners and comply with all terms and conditions specified in various schedule hereunder written.

A. THE OWNER/VENDORS AND THE DEVELOPER HEREIN DOTH HEREBY COVENANT WITH THE PURCHASERS as follows :-

1. The interest which the Owner/Vendors and the Developer herein do hereby declare that they have good right, full and absolute power and authority to grant, sell, convey, transfer, assign and assure their respective interest in the said unit and undivided proportionate share of the said land, common portions, common parts, paths, passages and other properties and rights, electrical installations and other parts and passage and all other properties and rights in the said land and building hereunder granted conveyed, transferred, assigned and assured unto the Purchasers in the manner aforesaid, it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said unit and the undivided proportionate share in the said land including the common portions, common parts, easements, rights, electrical installation and other common parts, paths passages, in

the said building and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever from of by the vendors or any person or persons claiming through under or in trust for their. The Purchasers may transfer the said flat by any manner at any time without any consent of other flat owners of the schedule land.

2. The said unit and the undivided proportionate share of the land including the common parts, paths, easements, rights electrical installations and other common parts, paths, passages and all other portions hereby conveyed in the said building are free and discharge from the against all manner of encumbrances, trusts, liens, lispenses, etc. whatsoever save those expressly mentioned herein.
3. The Owner/Vendors and the Developer herein shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds or thing or thing or more perfectly and the said unit and the undivided proportionate share of the said land including the common portions and the common parts and the easement rights, electrical installations and other common areas parts and common paths and passages of the said building and every part thereof unto the Purchasers in the manner aforesaid as shall or may reasonably be required.

B. THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS & DEVELOPER :-

1. The Purchasers shall also likewise pay from the date of the possession of the unit the proportionate share of the consolidated Municipal Taxes which shall be payment from time to time and all other impositions including the betterment fees if any in that behalf which shall be decided

between the Purchasers and all Purchasers and / or occupiers of the said multi storied building and no basement shall be allowed in respect of the said undivided unit and the said unit in common use and enjoyment of the taxes and impositions leviable in respect of both the said land and the building at and comprised in the premises.

2. The Purchasers shall be a member of the Association of the said Ownership Association to be formed consisting of all the Purchasers, owners, occupiers of the flat for the purpose of their management, administration, maintenance and upkeep of the said premises and in particular the common parts of the building and the common portions of the said premises. The cost and expenses for the purpose of formation of the Owners Association shall be borne by the Purchasers and the other Purchasers, owners or occupiers of the other flats of the said premises on proportionate basis.
3. The Purchasers shall duly perform all the rules, articles, regulations of such Owner's Association as may be from time to time adopted and the Purchasers, owners, occupiers of the other flats shall effectively vest management and control of the said premises common portions and the common parts in such owner's association and all other papers, documents required from time in connection with the same in accordance with the relative provisions of law and / or directions that shall be given by authorities concerning such Owner's Association.
4. The Purchasers shall pay sales tax and building tax and multi storied tax if any when where necessary, which come on their part or portion as proportionate share.
6. The Purchasers shall have proportionate right of the ultimate roof of the said building.

7. The purchasers hereby agrees that the owner/vendor shall have full and absolute right without any interference to develop further and other Phases of Gurukul Grand on the adjacent land which may either be acquired by the Owner/Vendor or suitable arrangements with regard thereto may be entered into by the Owner/Vendor and It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Vendors, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Vendors and the vendors shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Owner/Vendor and the Occupiers of units at other phases of Gurukul Grande shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.

C. THE TERM PROPORTIONATE SHARE OR PROPORTIONATELY SHARE USED HEREIN SHALL ACCORDING TO ITS CONTEXT MEAN AND follows:

1. Where it refers to the share of the Purchasers in the said land or the common parts such proportionate share shall e the same as to the super / covered area of the said unit be the super / covered of all the units in the said building.
2. The terms co-owners used herein shall according to its context mean all the flats Purchasers who have purchased unit in the said building.
3. The terms common purpose shall mean the purpose of managing and maintaining the said multi storied building and particularly the common portions, collection and disbursement of the common interest of the co-

owners relating to their mutual rights and obligations for most beneficial use and enjoyment of their respective units exclusively and the said building in common by the co-owners.

- D. The Purchasers shall keep at his own costs and expenses the said unit and every part thereof and all fixtures and fittings therein or exclusively the flat comprised therein property painted and in good repairs and best clean conditions and as a decent and respectable place for residential purpose. 5. Use the said unit and all common parts and common portions carefully peaceable and quietly and in the manners reasonably indicated herein or in the rules framed by the Owner's Association for the used thereof. 6. Use all paths, passages and stair cases only for the purpose of egress and ingress and for on other purpose whatsoever unless permitted by the Ad-hoc committee or Society or company or Syndicate or Association upon it formation. 7. Use the said unit only for residential purpose and not for any other purpose. 8. While using the said unit or any part thereof common parts or common portions the Purchasers shall not do any following deed and things :-

- i. Obstruct the Ad-hoc Committee or the Society or Company or Syndicate or Association in its Acts, relating to the common purpose.
- ii. Violate any of the rules and regulations laid down in respect of the used of the said multi storied building.
- iii. Injure, harm or damage the common parts of the common partitions or any of the other units in the said building making any alterations or withdrawing any support or otherwise.

- E. The Owner's Association shall have the right to enter any other flat in the said building for the purpose of effecting repairs of service, pipe lines and portions of this flat as may reasonably necessary such entry with a weeks advance intimation of such entry to the owners concerned and shall / will

allow owner of other flats into their flats under similar circumstances and upon having similar prior notice is given.

F. THE PURCHASERS SHALL NOT DO THE following:

1. Alter any other portion or elevation or outside colour scheme of the said unit of the said building.
2. Throw or accumulate or cause to be throw or accumulated any dirt, rubbish or other refuse within the said unit on the places indicated thereof.
3. Place or cause to be placed any article or object into the common parts save as be permitted by the Association / Ad-hoc committee / society / syndicate or company.
4. Carry on or cause to be carried on by obnoxious, injuriousness, illegal, dangerous, hazardous immoral activities in the said unit or any where also in the said building.
5. Do or permit to be done which is likely to cause, nuisance or annoyance to the occupiers of the said other unit in the building.
6. Affix any Sign Board, Name Plate or other thing or other similar articles in any of the common parts of the common portions or outgoings walls of the building save as the place expressly permitted by the committee or the Society or the limited Company or the Syndicate or the Association.
7. Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit or the common portions.
8. That the Purchasers shall not obstruct any common area and common passages any way whatsoever and shall not park permanently any four wheeler in the common passage.
9. Keep any heavy articles or things as are likely to damages the floor or operates any machine save that for usual quiet domestic purpose

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring 19 Cottahs 12 Chittacks 4 Sq.ft. lying and situate at Mouza Thakdari, J.L. no. 19, R.S. & L.R. Dag no. 636, 637, 638/978, 645 R.S. Khatian no. 151, 230 R.S. & L.R. Khatian no. 770, 105, 2165, 2164, 9, 2163, 366, 2162, 909, 2161, 893, 733 Police Station Rajarhat, District North 24-Parganas, within the ambit of Mahishbathan 2 No. Gram Panchayat at present Bidhannagar Municipal Corporation and butted and bounded as follows:

ON THE NORTH :

ON THE EAST :

ON THE SOUTH :

ON THE WEST :

**THE SECOND SCHEDULE REFERRED TO
(Description of the Flat)**

ALL THAT the **Flat No** in **Phase IV Block**on the **Floor** measuring **Sq.ft. super built up area** of the complex comprised in the housing project "**Gurukul Grande-IV**" at Mouza Mahishbathan, P.S. Rajarhat now New Town constructed upon the demarcated part or portions of the said lands described in the FIRST SCHEDULE above written including the rights of user of the common area in the building and the lands as shown in the map or plan kept with the owner and **One Covered Car Parking Space**. No other amenities in the project.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Common with the co-owners of the Building)**

1. Areas :

(a) Open and/or covered paths and passages; (b) Lobbies and staircases; (c) Access to the Roof and/or Terrace on the top floor of the New Building; (d) Stair Head Room, Lift Machine Room, Lift well; (e) Boundary Walls and main gates of the New Building.

2. Water and plumbing :

(a) Underground Water reservoirs; (b) Overhead Water tanks; (c) Water pipes (save those inside any Flat); (d) Water from available resoruses.

3. Electrical installations :

(a) Wiring and accessories for lighting of Common Area; (b) Electrical installations relating to meter for receiving electricity from WBSEB, (c) Pump and motor; (d) Lift and lift machinery. (e) generator

4. Drains

(a) Drains, sewers and pipes; (b) Drainage connection

5. Others :Other Common Areas and installations and/or equipments as are provided in the Building for common use and enjoyment.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **Association** : Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities** : All charges and deposits for supplies of common utilities.
3. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Fire Fighting** : Cost of operating the fire-fighting equipments and personnel, if any.
5. **Insurance** : All expenses for insuring the New Building and/or the Common Portions, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
6. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portion.

7. **Maintenance** : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the New Building.
8. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Areas.
9. **Rates and taxes** : Panchayet Tax, Multistoried Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Purchaser(s).
10. **Reserves:** Creation of fund for replacement, renovation and other periodic expenses.
11. **Staff** : The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE FIFTH SCHEDULE ABOVE REFERRED

(Rights, Easements, Quasi-Easements and Appurtenances Reserved

For All Owners of Flat)

1. The Right of support land protection for the upper or lower flat by all parts of the Building so far as the same now support and protect.

- 2.** The Right (in common for the Purchasers, their successors in title, the Owners or occupiers for the time being of the Building or any part thereof and their respective servants and licensees) as hitherto enjoyed by the Owners of Flats for access at all times for all purposes connected with the reasonable use and enjoyment of the Common Parts of the Building and the Housing Complex but not so as to prejudice or interfere with the exclusive right of the Purchasers if any.
- 3.** Right of passage (in common for the Purchasers and others as aforesaid) of electricity, water etc. from and to any part of the flats of other Owners through pipes, drains, wires etc. lying under through or over the Flat so far as may be reasonably necessary for the beneficial occupation of the Flats of other Owners for all purposes.
- 4.** The right (in common with the other Owners) with or without workmen and necessary materials to enter from time to time into or upon the flat for the purpose of repairing so far as may be necessary pipes, drains wires and conduits as aforesaid and for the purpose of repairing or repainting any parts of the other Flats or for the purpose of cleaning the windows thereof (in so far as such repairs repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable previous notice of their intention so to enter to the Purchasers or the Owner or occupier for the time being of the other Flats and making good to the reasonable satisfaction of the Purchasers or such other as aforesaid any damage caused to any part of the other Flats arising out of the exercise of the right reserved by this paragraph) and the right to enter and examine the condition of the Flat and to execute repairs therein.

5. The right (in common as aforesaid) to use for purposes only or access to access to and egress from the upper Flat, the front entrance to the Building and the part of the entrance hall of the lower flat leading to the staircase to the upper flat and the exclusive right as aforesaid to use for such purpose as aforesaid the said staircase subject to keep the same clean and tidy and unimpeded by any obstruction.

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

SIGNED SEALED AND DELIVERED by the **OWNER/VENDORS** at Kolkata in presence of:-

- 1.
- 2.

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

- 1.
- 2

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in presence of :-

- 1.
- 2

Drafted by :-

MEMO OF CONSIDERATION

RECEIVED on and from the withinnamed Purchasers a sum of **Rs.....**
(Rupees) only as a full consideration money as per the memo
 mentioned herein below:

MEMO

Date	Cheque No.	Bank	Amount (in Rs)
TOTAL			

(Rupees) only

Witnesses :

1.

SIGNATURE OF THE DEVELOPER

2.