

THIS INDENTURE made this day of, Two Thousand

BETWEEN DEVALOKE DEVELOPERS LIMITED, a company incorporated under the Companies Act, 1956 (PAN AACCD5151E), having its registered office at 82, Garia Main Road, Mahamayatala, P.O. Garia, P.S. Narendrapur, Kolkata 700084 represented by its Director, Sukanta Kundu (PAN AGXPK0623J), son of Sankar Kundu, by occupation business, working for gain at 82, Garia Main Road, Mahamayatala, P.O. Garia, P.S. Narendrapur, Kolkata 700084, **RAFIKUL ALAM SARKAR** (PAN AKUPS8565Q), son of Late Abdul Hakim Sarkar alias Hakim Sirkar alias Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K.

Pally , P.S. : Narendrapur, District South 24 Parganas, **ABDUR RAUF SARDAR alias ABDUR RAUF SARKAR alias ABDUL ROUF SARKAR**(PAN DFAPS4148B), son of Late Abdul Hakim Sarkar alias Hakim Sirkar alias Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Narendrapur, District South 24 Parganas, **JAHANARA BIBI alias JAHANARA BEGAM** (PAN BIDPB1838H), wife of Yunus Ali Molla and daughter of Late Abdul Hakim Sarkar alias Hakim Sarkar alias Hakim Sirkar, resident of Village Poleghat, P.O.Jagaddal, P.S. – Sonarpur, District South 24 Parganas and **HOSNE ARA BIBI alias HOSENARA BIBI alias HOSNEYARA BEGUM** (PAN BRAPB9396Q), wife of Robiyel Haq Mondal and daughter of Late Abdul Hakim alias Hakim Sirkar alias Hakim Sarkar, resident of B-6 Brahmapur Place, P.O. Brahmapur Badamtala, Kolkata-700096 represented by his Constituted Attorney Sukanta Kundu, son of Sankar Kundu, working for gain at 16 Nazrul Pally, Mahamayatala, P.O. Garia, P.S. Sonarpur, Kolkata 700084, hereinafter collectively referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his/her/their respective successors, administrators, executors, legal representatives, nominees and assigns) of the ONE PART

AND

..... (PAN), daughter/son of, resident of, P.O., P.S., Kolkata – 700....., hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her/his heirs, executors, administrators, legal representatives, nominees and assigns) of the OTHER PART

WHEREAS :

A. Devaloke Developers Limited, one of the Vendors herein, was exclusively seized and possessed of and/or otherwise well and sufficiently entitled to All That 8.18 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498,

454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur P.S. Narendrapur and Sub-Registry Office Sonarpur, all within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such land being more fully described in the Part – I of the First Schedule hereto free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Vendor having obtained title to the same by diverse deeds of conveyance and exchange more fully particularised in the Second Schedule hereto

B. Abdur Rauf Sarkar, one of the Vendors herein, was exclusively seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. Narendrapur and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No. 459 corresponding to L.R. Dag No. 500, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – II of the First Schedule hereto free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Abdur Rauf

Sarkar having obtained title to 9 decimals thereof by way of a Bengali Kobala dated the 7th day of May, 2002 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 102, at Pages 396 to 402, Being No. 6111 for the year 2002 and having obtained title to 1 decimal thereof by way of a Deed of Gift dated 4th July 2013 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, CD Volume No. 19 at Pages 5750 to 5777, Being No. 08269 for the year 2013

C. Rafikul Alam Sarkar, Abdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi, some of the Vendors herein, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur,

P.S. Narendrapur and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – III of the First Schedule hereto free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Vendors having obtained title to the same by way of inheritance.

D. In terms of a Development Agreement dated 6th June 2013 entered into by and between Devaloke Developers Limited and Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas and recorded therein in Book No. I, CD Volume No. 27 at Pages 3586 to 3617, Being No. 05220 for the year 2013, it was agreed that Devaloke would develop the lands described in Part – III of the First Schedule hereto hereunder written on the terms and conditions appearing therein.

E. In terms of another Development Agreement dated 3rd August 2015 entered into by and between Devaloke Developers Limited and Abdur Rauf Sardar alias Abdur Rouf Sarkar duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. I, Volume No. 1608-2015 at Pages 39064 to 39098, Being No. 160804681 for the year 2015, it was agreed that Devaloke would develop the lands described in Part – II of the First Schedule hereunder written on the terms and conditions appearing therein.

F. Inasmuch as Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi decided that the lands described in Parts I, II and III of the First Schedule hereto would be developed by Devaloke as a single integrated project and the lands described in Parts I, II and III of the First Schedule hereto were thus required to be amalgamed into a single holding,

Devaloke Developers Limited by a Deed of Gift dated 14th October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61500 to 61554 Being No. 160805903 for the year 2015,

gifted and transferred jointly unto Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi undivided shares of land in each of the Dags described in Part I of the First Schedule hereto.

G. For the aforesaid reason, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi by a Deed of Gift dated 14th October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61461 to 61499 Being No. 160805902 for the year 2015, jointly gifted and transferred unto Devaloke Developers Limited undivided shares of land in each of the plots/ Dags described in the Parts II and III of the First Schedule hereto.

H. Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi thus became the joint owners of land in each of the plots/ Dags described in the First Schedule hereto.

I. The Rajpur Sonarpur Municipality has, on the application of Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi amalgamated the lands described in Parts I, II and III of the First Schedule hereto into a single holding admeasuring 36 Bighas 16 Cottahs 07 Chhitaks and 21 square feet be the same a little more or less.

J. Devaloke Developers Limited, acting in furtherance of the aforesaid Development Agreement dated 6th June 2013 and the aforesaid Development Agreement dated 3rd August 2015, has obtained sanction of building plans in the name of the landlords from the Rajpur Sonarpur Municipality being Building Plan No. 120/CB/08/48 dated 24th April 2015, Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017, Building Plan No. 180/Rev/CB/08/50 dated 24/11/2018 and Building Plan No. dated consisting of 20 residential blocks and a Clubhouse.

K. For the purpose of defining the allocation of Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi in respect of the aforesaid proposed construction and to enable each of

them to independently deal with their respective allocations, the Vendors entered into an Allotment Agreement dated 5th July 2017 and therein distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6th June 2013 and 3rd August 2015 entered into by and between the Vendors abovenamed.

L. In view of substantial modification of the sanctioned building plans subsequent to the aforesaid Allotment Agreement dated 5th July 2017, the Vendors entered into an Revised Allotment Agreement dated and therein re-distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6th June 2013 and 3th August 2015 entered into by and between the Vendors abovenamed.

M. The Block Land and Land Reforms Officer concerned has, on the application of the Vendors herein amalgamated the lands described in the First Schedule hereto into a single holding admeasuring 36 Bighas 16 Cottahs 07 Chhitaks and 21 square feet, be the same a little more or less.

N. The Vendors abovenamed decided that the total lands described in the First Schedule hereto would be developed by Devaloke Developers Limited as a single integrated project but in three separate phases, namely Phase I, Phase II and Phase III, the owners of units constructed in all Phases having equal rights in all common areas and facilities.

O. In terms of the aforesaid Revised Allotment Agreement dated, the Unit No.-....-..... admeasuring square feet of carpet area situated on the Floor of Block then being constructed by Devaloke Developers Limited on the land described in the First Schedule hereto and the Car Park Space No(s). on the level of Block / in the open area in front of Block forms part of the allocation of Devaloke Developers Limited.

P. By an Agreement dated (hereinafter referred to as Sale Agreement) made between the parties herein, the Vendors abovenamed had agreed to sell out of the allocation of Devaloke Developers Limited and the Purchaser had agreed to purchase free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature All that the Unit No.-.....-..... on the Floor of Block “.....” containing a carpet area of square feet more or less together with exclusive balcony admeasuring square feet and together with an open terrace admeasuring square feet contiguous to the said Unit, such Unit, balcony and open terrace more fully and particularly described in Part I of the Third Schedule hereunder written and All that the covered car parking space numbered as on the floor of Block “.....” / in the open area in front of Block more fully and particularly described in Part II of the Third Schedule hereunder written Together With the undivided proportionate indivisible part or share in the land appurtenant thereto and Together With the undivided proportionate indivisible part or share in the common areas at and for the consideration of a sum of Rs./- (Rupees) on the terms and conditions therein appearing.

Q. Devaloke Developers Limited has, after the execution of the aforesaid Sale Agreement, completed the construction of Phase – I of the said project.

R. Prior to the execution of this Deed of Conveyance, the Purchaser has :

- a) satisfied himself/herself as to the title of the Vendors to the said premises.
- b) inspected the said sanctioned plans.
- c) satisfied himself/herself as to the workmanship, specifications, materials, used in the said flat.
- d) satisfied himself/herself as to the structural stability of the said building.
- e) inspected all the documents as recited hereinabove.
- f) satisfied himself/herself as to the right of the Vendors to sell and transfer the said flat.
- g) satisfied himself/herself about the area of the said flat, the location of the car parking space and the common /service areas.

S. The Vendors are seized and possessed of or otherwise well and sufficiently entitled to as of an estate of inheritance in fee simple in possession to all that the said flat and the said car parking space described in the Second Schedule hereunder written and intended to be hereby sold, transferred, conveyed, granted, assured and assigned absolutely free from all encumbrances;

T. In this Deed unless there is something in the subject or context inconsistent therewith the following expression will have the following meaning :

- (a) **PREMISES / LAND** shall mean the piece and parcel of land containing an area of 36 Bighas 16 cottahs 07 chhitak 21 square feet be the same a little more or less situate lying at situate Mouzas Jagannathpur, Teghori and Nischintapur, P.S. Narendrapur and Sub-Registry Office Sonarpur, all within the limits of Ward 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas more particularly described in the First Schedule hereunderwritten intended to be developed as a single integrated housing project in multiple phases.
- (b) **DRIVEWAY AND PASSAGEWAY** shall mean the driveway and/or passage way for free ingress in and egress to be used by the flat owners in common.
- (c) **BUILDINGS** : Shall collectively mean all the buildings constructed in Phase I, Phase II and Phase III on the said land and on the basis of the plans already sanctioned and/or to be sanctioned and known as 'Devaloke Sonar City';
- (d) **COMMON AREAS AND COMMON PARTS** : Shall mean the common areas and/or common parts more particularly mentioned in the Fourth Schedule hereunder written and intended for the purpose of beneficial use and enjoyment of the buildings and/or the said flat by the Purchaser and in which the Purchasers have a proportionate interest in common with other owners and/or other occupiers subject to any addition and/or deletion which may be allowed by the Maintenance Company/Association ;
- (e) **PROPORTIONATE SHARE** : Shall mean the ratio of the area of the said flat to the total constructed area of all buildings erected at the said Premises.

- (f) **COMMON CAPITAL AND REVENUE EXPENDITURE** : Shall mean the common expenses to be paid and borne and/or contributed by the owners and/or occupiers for the various services and maintenance charges to be incurred for the purpose of maintaining the common services such as supply of water, lighting and common parts, and shall be payable proportionately for both capital and revenue expenditure to be determined by the Vendors / Maintenance Company on the basis of the said proportionate share.
- (g) **SERVICE CHARGES** : Shall mean the service and maintenance charges for common parts as may be incurred by the Vendors / Maintenance Company including provision of services, making such provisions for services and expenses on account of repairs or replacements as the Vendors / Maintenance Company in their absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Vendors / Maintenance Company in their absolute discretion, SUBJECT TO the condition that wherever the costs and expenses are mentioned to be borne by the Purchaser then the amount payable shall be in proportion to the area attributed to the said flat which will also include the proportionate area of the total common areas more fully described in the Fourth Schedule hereunderwritten EXCEPT WHERE any additional expenses, levies, charges etc. are incurred by virtue of any particular usage by the Purchaser or additional maintenance, repair or replacement is caused by virtue thereof, such expenses will also form a part of the service charges exclusively for the said Purchaser.
- (h) **COMMON PURPOSE** : Shall mean and include the purpose of maintaining the said premises and meeting of the common expenses and matters relating to mutual rights and obligations of all the flat owners and the common use and enjoyment thereof :
- (i) **PLANS** : Shall mean the plans elevations designs drawings and specifications of the said buildings as sanctioned by the Rajpur Sonarpur Municipality including subsequent variations, if any and as modified from time to time ;

- (j) **FLAT/UNIT** : Shall mean the flat and / or the entirety of the right, title and interest of the Vendors in or upon the said flat, together with all that the share or interest in the land in proportion to the area of the said flat to the total covered area of all buildings erected at the said premises agreed to be owned, together with car parking space if any and together with the right over the common areas /parts comprised in the said buildings more particularly described in the Seventh Schedule hereunder written.
- (k) **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project
- (l) **RESTRICTIONS** : Shall mean various restrictions regarding the use and holding of the said flats/units as stated hereinafter;
- (m) **MAINTENANCE COMPANY / ASSOCIATION** : Shall mean and include the Company or Association formed for the purpose of managing and maintaining and rendering all services as may be required in connection with and related to the said flat and of which Company/Association all flats owners shall be the members and abide by the Memorandum and Articles of Association / Byelaws of the said Maintenance Company/Association and such rules and regulations as may be framed by the said Maintenance Company / Association from time to time.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in pursuance of the sum of Rs./- (Rupees)
hundred only) paid to Devaloke Developers Limited / Rafikul Alam Sarkar / Abdur Rauf Sardar alias Abdur Rouf Sarkar / Jahanara Bibi / Hosne Ara Bibi alias Hosenara Bibi on or before the execution of these presents by way of consideration for the said flat together with the car parking space and proportionate share of or interest in the land appurtenant thereto, the receipt and payment of which Devaloke Developers Limited / Rafikul Alam Sarkar / Abdur

Rauf Sardar alias Abdur Rouf Sarkar / Jahanara Bibi / Hosne Ara Bibi alias Hosenara Bibi, one of the Vendor does hereby admit and acknowledge to have been received, and of the payment of the same and every part thereof the Vendors do hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All that the Unit No. on the Floor of Block “.....” containing a carpet area of square feet more or less together with an exclusive balcony admeasuring Square feet and together with an open terrace admeasuring square feet contiguous to the said Unit, such Unit, balcony and open terrace more fully and particularly described in Part I of the Third Schedule hereunder written and shown and delineated in the Map - I annexed hereto and bordered in colour Red thereon and All that the covered/uncovered car parking space numbered as on the floor of Block “.....” / in the open area in front of Block more fully and particularly described in Part II of the Third Schedule hereunder written and shown and delineated in the Car Park Plan annexed hereto and bordered in colour Red thereon Together With the undivided proportionate indivisible part or share in the land appurtenant and Together With the undivided proportionate indivisible part or share in the common areas, common facilities and amenities of the said building and the said premises more fully and particularly described in the Fourth Schedule hereunder written all of which are heretobefore as well as hereinafter collectively referred to as the said flat and the rights and properties appurtenant thereto, absolutely and forever free from all encumbrances, charges, liens, lispensens, attachments, trusts, whatsoever or howsoever TOGETHER WITH all the rights over all ways, paths, passages, boundary, walls, drains, water courses, lights, liberties, privileges, easements, advantages, appendages and appurtenances whatsoever to the said share or any part or portion thereof belonging to or in anywise appertaining thereto or usually held used occupied therewith or part or parcel or members thereof and reputed to belong or be appurtenant thereto AND TOGETHER WITH the proportionate right in the common parts portions and areas and facilities more fully and particularly mentioned and described in the Fourth Schedule hereunder written AND TOGETHER WITH all legal incidents thereto and the revision or reversions remainder or remainders rents issues and profits benefits and advantages thereof AND ALL the estate right title and interest into or upon the said flat hereby sold granted conveyed transferred assigned and assured and/or intended so to be TO HAVE AND TO HOLD the land which has been determined on the area of the of the said flat in the ratio aforesaid together with the said flat and the said car parking space all the right title and interest of the vendors in the said flat and

car parking space sold, granted, conveyed, transferred, assigned or assured or otherwise expressed or intended so to be unto and to the use of the Purchasers herein in the manner as aforesaid SUBJECT NEVERTHELESS to the various easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the right title and interest in the said flat and share of the land of the said flat and the said car parking space as set out in the Fifth Schedule hereto excepting and reserving unto the Vendor and/or other persons deriving title from the Vendor herein such easements and quasi-easements and rights and privileges as mentioned and described in the Sixth Schedule hereto subject to the restrictions mentioned in the Seventh Schedule hereunder written and subject to making payments of such common expenses mentioned in the Eleventh Schedule hereunder written.

1. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows :

(a) The interest which the Vendors do hereby profess to transfer subsists and that the vendors have good right full power and absolute authority to all the said title and interest in the flat and indefeasible title therein and hereby sold granted conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid.

(b) The right, title interest and privileges which the Vendors do hereby profess to transfer and so transfers by this Indenture as recited herein and as recited in the said several schedules to this Indenture and sold, granted, conveyed, transferred, assigned and assured to the Purchaser by this Indenture and the said several Schedules hereto is not in any way or manner affected, curtailed, dealt with and/or been abridged by the Vendor or any other person claiming title under the Vendors.

(c) It shall be lawful for the purchaser herein from time to time and at all materials times hereafter to enter into and upon and hold and enjoy all the said right title and interest of the vendors and profits thereof without any interruption hindrance claims or demands or disturbance whatsoever from or by the Vendors and/or any person or persons claiming through under or in trust for it.

(d) The Vendors herein shall either prior to or at the time of execution and registration of the Deed of Conveyance and at the cost of the Purchaser herein make do acknowledge execute and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring all the said

right title and interest of the vendor unto and in favour of the Purchaser herein in the manner as aforesaid and shall or may be reasonably required.

(e) The Vendors herein shall, unless prevented by fire or some other inevitable accident, from time to time and at all material times hereafter, upon every reasonable request and at the cost of the Purchaser herein, produce or cause to be produced to the Purchaser herein or his Attorney or agents at any trial, commission, examination or otherwise as occasion shall require, all or any of the deeds documents and writings exclusively in respect of all the said right title and interest of the said vendor AND ALSO shall at the like request, deliver to the Purchaser herein such attested or other copies or extracts of and from the said deeds and writings or any of them as and when the Purchaser herein may require and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

2. AND THE PURCHASER DOETH TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR as follows :

(a) The Purchaser herein, for the benefit of the said buildings and other flats therein and every part thereof, hereby covenant with the purchasers of the other flats comprised in the said buildings that the Purchaser herein and all other persons deriving title under the said Purchasers will, at all material times hereafter, observe the restrictions set forthwith in the Seventh Schedule hereto.

(b) All Purchaser shall become members of the said Maintenance Company / Association simultaneously with the execution of the Deed of Conveyance and/or on taking over of possession of the Vendor's interest in the flat and the Purchaser shall agree to abide by all the rules and regulations of the said Maintenance Company/Association.

(c) Within six month from the date of execution of this conveyance, the Purchaser herein, at his own costs, shall apply to the Rajpur-Sonarpur Municipality and other authority or authorities for separation and mutation of the said flat in his / her names.

(d) The Purchaser herein shall at all material times hereafter, regularly and punctually make payment of all the land revenue, municipal taxes, rates, impositions, levies, water tax,

multi-storeyed tax and all other outgoings whatsoever including water taxes, presently payable or which may hereafter become payable or be imposed in respect of the said right and proportionately for the buildings as a whole, the Purchaser herein hereby agrees to make payment of all the proportionate share of such taxes, impositions, levies and outgoings to the Vendor and/or the Maintenance Company/Association herein in respect of the said flat or the said land regularly and punctually to the said Vendor herein and/or the Maintenance Company/Association.

(e) For the purposes of making any representation to the Rajpur-Sonarpur Municipality or any other Government Authorities agencies or statutory bodies in relation to the right of the Purchaser, the Purchaser shall authorize the Maintenance Company/Association and/or any other person authorized and deputed by the Maintenance Company/Association to represent the Purchaser and/or other flat owners before such municipal authority, government bodies or other authorities. All representations on behalf of the flat owners collectively shall be done by and through the Maintenance Company/Association to ensure that collective decision may be taken for the best interest and mutual benefit of all the flat owners and the premises.

(f) After mutation and separation of all the said flat it is obligatory on the part of the Purchaser to make payment of the rates, taxes, other outgoings in respect of all the said flat. If any taxes rates or levies are imposed on the buildings as a whole or the said premises including the said flat, the Purchasers shall be liable to pay and contribute the proportionate share on account of such rates, taxes, levies and impositions.

(g) To keep and ensure to keep all the said flat and internal walls, drains, pipes, cables, wires in good and substantial repair so as to shelter, support and protect the part of the said buildings other than the said flat.

(h) Forthwith and on demand by the Vendor / Maintenance Company / Association, to make payment and to contribute towards the proportionate share of any deposits, levies, expenses, service charges and outgoings in respect of the administration, maintenance and common services of the building as mentioned in the Fourth Schedule hereto, such deposits, charges etc. to include, but not restricted, to sinking funds, common funds, taxes and other dues, premia for insurance of the building and contents, maintenance operations, water, fire, scavenging charges, power, sanitation, electrical installation, electronic and mechanical equipment, watch and ward, upkeep of common areas, repairs and renewal and replacement charges for building maintenance, bill collection, management expenses/charges for the building and common facilities and services PROVIDED THAT if any additional expenses,

levies charges, etc., such as additional insurance premia, municipal taxes, etc. are incurred by virtue of any particular usage or storage by the Purchaser or any additional maintenance or repair or replacement is caused by virtue of thereof, the Purchaser shall be exclusively liable to pay and bear these additional charges, costs, levies etc. on priority basis as the case may be.

(i) Permit the Vendor herein and/or the Maintenance Company / Association and its agents with or without workmen and others at all reasonable times for the purposes of inspection and repairing any part of the said building and for maintaining, rebuilding, cleaning, lighting and keeping in order and good condition sewers, drains, cables, water courses, gutters, wires, structures or other conveniences belonging to or in service or used for the building and also for the purpose of laying down, reinstating, repairing, testing of drainage, gas and water and electric pipes, wires and cables and for similar purposes.

(j) In the event of any default on the part of the Purchaser in making payment of such maintenance charges as and when they become payable therein, in that event the Vendor and/or the Maintenance Company / Association shall be entitled and is hereby authorized by the Purchaser to discontinue and/or disconnect all the services including the supply of water, electricity, use of the lift till such time the Purchaser shall remain in default and the said services will not be restored till such time the Purchaser has made full payment of the outstanding dues with interest at the rate of 2% per cent per month.

(k) The Purchaser hereby covenants and undertakes that as a member of the Maintenance Company / Association it shall ensure that the terms and conditions, covenants and stipulations as contained in the Deed of Conveyance shall remain in force and binding upon the Purchaser and the Purchaser as a member of the said Maintenance Company/ Association shall ensure that no action, decision or resolution is taken which may abridge the rights of the parties herein.

(l) To keep the said Flat and all walls sewers, drains pipes and entrances and main entrances exclusively serving the said flat in good condition.

(m) The Purchaser has agreed that at no point of time shall he / she / they move or take any steps or resolve to change the name of the complex / buildings from 'DEVALOKE SONAR CITY' to any other name.

3. IT IS HEREBY FURTHER AGREED BETWEEN THE VENDOR AND THE PURCHASER as follows :

- (a) The said share in the said Land comprised in the said premises shall always remain impartible.
- (b) Subject to the aforesaid, the Purchaser shall not have any right, title and interest or claim whatsoever or howsoever over and in respect of the other parts or portions of the said premises.
- (c) The right of the Purchaser herein shall remain restricted to all the said right in the said Flat and other rights as contained and provided hereby, and the Purchaser herein shall not claim any exclusive right over and in respect of the other open spaces, excepting the right to use the same in common with other flat purchasers and the Vendors herein shall be entitled to sell, transfer, let out or to deal with the Excluded Portion for such consideration and in such manner as the Vendor in its absolute discretion shall think fit and proper.
- (d) The Purchaser shall be entitled to his share in the said flat but at no point of time will the Purchaser be entitled to sub-divide the said flat.
- (e) Save as aforesaid the Purchaser shall use the driveway, entrance and exit from the main road to the said building together with flat owners and other persons authorized to do so.
- (f) The Purchaser will not allow or cause to allow any of the common areas and / or common parts to be encroached upon or used for any purpose either temporarily or permanently other than for services and facilities for which it is intended.
- (g) The Purchaser will not allow or cause to be allow the common areas, particularly the vacant areas, to be encroached upon either temporarily or permanently or to permit any construction or erection of any structure to be made thereon or deal with in any manner whatsoever the said common areas.
- (h) Not to cause any interference or obstruction in the Vendor carrying out any alteration and/or modification in the said premises or the said buildings situated thereon including the car parking spaces.
- (i) Notwithstanding any other provisions contained herein the Purchaser shall not have any claim whatsoever on the Vendor after having taken possession of the said flat, in respect of the workmanship of the said flat or the area in relation thereto.
- k) The Vendors will carry out all functions of the Maintenance Company/ Association till and shall immediately thereafter hand over responsibility of maintenance of all common areas and services to the maintenance company/association.

The Vendors will also prepare the byelaws, rules and regulations of the maintenance company/association.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

ALL THAT 8.180 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S. Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur P.S. Narendrapur and Sub-Registry Office Sonarpur, all within the limits of Ward 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Devaloke Developers Limited till execution of the two several registered Deeds of Gift, both dated 14th October 2015.

PART II

ALL THAT the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. Narendrapur and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No.459 corresponding to L.R. Dag No. 500, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Abdur Rauf Sarkar till execution of the two several registered Deeds of Gift, both dated 14th October 2015

PART III

ALL THAT the piece and parcel of land measuring 51 Decimals equivalent to 1 Bigha 10 Cottahs 13Chhitaks and 31 square feet, be the same a little more or less situate at Mouza

Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. Narendrapur and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Rafikul Alam Sarkar, Abdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi till execution of the two several registered Deeds of Gift, both dated 14th October 2015.

THE SECOND SCHEDULE ABOVE REFERRED TO

JAGANNATHPUR MOUZA

<u>Sl No.</u>	<u>Deed No.</u>	<u>R.S Dag No.</u>	<u>L. R Dag No.</u>	<u>Purchased area (in Decimals)</u>	<u>Name of Sellers</u>
1.	2012/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1125 to1138 A.R.A.1, Kolkata.	440 441 443	482 483 485	12.00 11.00 7.00	Basir Dhali
2.	2015/08dt.31.01.2007 Book1,CD Volume 67 Page No.1152to1165 A.R.A.1, Kolkata	442	484	25.00	Asraf Ali Bhangi
3.	2016/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1166 to 1178 A.R.A.1, Kolkata	449	490	47.00	Arjed Ali Seikh
4.	2044/08dt.31.01.2007 Book1, CD Volume 67 Page No. 1657 to 1668 A.R.A.1, Kolkata	434	476	8.00	Year Ali Sardar
5.	7118/08dt.31.01.2007 Book1,CD Volume 76 Page No.8314 to 8330 A.R.A.1,Kolkata.	433/811	475	6.00	Abdul Karim Gayen & Ors.

6.	7128/08dt.31.01.2007 Book1,CD Volume 76 Page No.8398 to 8415 A.R.A.1, Kolkata.	433	473	12	Abdul Karim Gayen & Ors.
7.	2021/08dt.14.03.2007 Book1, CD Volume 67 Page No.1237to 1251 A.R.A.1, Kolkata.	439	481	14	Ahmed Ali &Ors
8.	2030/08dt.14.03.2007 Book1,CD Volume 67 Page No.1526to1551 A.R.A.1, Kolkata	435 436 437	477 478 479	10.00 1.00 6.00	Jiyad Ali Mondal & Ors.
9.	2033/08dt.14.03.2007 Book1, CD Volume 67 Page No. 1526 to 1551 A.R.A.1, Kolkata.	452 455	493 496	4.00 4.00	Ajida Bibi
10.	2048/08 dt.14.03.2007 Book1, CD Volume67 PageNo.1669 to1695 A.R.A-1, Kolkata.	450 451	491 492	37.00 30.00	Jiyad Ali Mondal & Ors.
11.	3428/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 478to 496 A.D.S.R., Sonarpur	450 451	491 492	3.00 2.00	Anwar Ali Mondal
12.	3429/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 497to 513 A.D.S.R.,Sonarpur	435 436 437	477 478 479	4.00 1.00 2.00	Anwar Ali Mondal
13.	8721/08 dt. 21.08.2007 Book1, CD Volume 79 Page No.260to 272 A.R.A.1, Kolkata.	421	463	5.00	Sakila Bibi
14.	8742/08 dt. 21.08.2007 Book1, CD Volume79 Page No. 484to 495 A.R.A-1, Kolkata.	407 454	449 495	5.00 20.00	Ahed Ali Bhangi
15.	8832/08dt: 21.08.2007 Book1, CDVolume 79 Page No.1833to 1849 A.R.A.1, Kolkata.	452 455	493 496	18.00 19.00	Ahed Ali Bhangi &Ors

16.1406/08 dt: 28.02.2008 Book1, CD Volume2 Page No. 2955to 2968 A.D.S.R., Sonarpur	421	463	8.00	Asraf Ali Bhangi
17.2549/08 dt. 19.03.2008 Book1, CD Volume 5 Page No.4756to 4775 A.D.S.R. Sonarpur	458	499	30.00	Sahebjan & Ors.
18.2550/08 dt. 19.03.2008 Book1, CD Volume5 Page No.4776to 4795 A.D.S.R. Sonarpur	416 420	458 462	8.50 25.00	Rabia Bibi &Ors.
19.2637/08 dt: 26.03.2008 Book1, CD Volume6 Page No. 894to 907 A.D.S.R. Sonarpur	421	463	4.00	Ramjan Ali Mondal
20.2639/08 dt: 26.03.2008 Book1, CD Volume6 Page No.927to 940 A.D.S.R. Sonarpur	460	501	20.00	Sahara Banu & Ors.
21.3194/11 dt. 25.04.2011 Book1, CD Volume11 Page No. 1842to 1856 D.S.R-IV, 24 Pgs(S)	460	501	16.00	Dawood Ali Bhangi
22.8302/11 dt. 17.11.2011 Book1, CD Volume27 Page No.4658to 4673 D.S.R-IV, 24 Pgs(S).	460	501	16.00	Jobeda Bibi
23.10937/08 dt. 10.11.2008 Book1, CD Volume38 Page No. 225to 239 A.D.S.R. Sonarpur	419	461	10.00	Nur Hosen Dhali
24.5016/10dt. 25.06.2010 Book1, CD Volume17 Page no. 4951to 4966 D.S.R-IV, 24Pgs (S).	412	454	30.00	Maleka Begum &Ors.
25.9355/08 dt.10.09.2008 Book1, CD Volume26 Page No. 2212to 2228 A.D.S.R. Sonarpur	417	459	21.00	Sofia Bibi &Ors.

26.12070/08 dt. 05.12.2008	445	487	5.00	Ahmmad Hossein Mondal & Ors.
Book1, CD Volume45				
Page No.148to 166	447	488	6.00	
A.D.S.R. Sonarpur				
27.12071/08 dt. 05.12.2008	438	480	27.50	Giyasuddin Mondal &Ors.
Book1, CD Volume45				
Page No.167to 184	448	489	43.00	
A.D.S.R. Sonarpur				
28.1028/09 dt. 30.01.2009	458	499	24.00	Enayet Hossain & Ors
Book1, CD Volume3				
Page No.5072to 5089				
A.D.S.R. Sonarpur				
29.2836/08 dt. 24.02.2009	408	450	16.00	RafikulAlam Sarkar &Ors.
Book1, CD Volume8	418	460	10.00	
Page No. 5422to 5458	457	498	92.00	
A.D.S.R. Sonarpur	456	497	24.00	
30.9252/08 dt.15.09.2008	412	454	8.00	Seikh Ahmed Hussain
Book1, CD Volume26				
Page No. 630to 643				
A.D.S.R. Sonarpur				
31.5017/10dt. 25.06.2010	464	505	16.00	Rizia Bewa &Ors.
Book1, CD Volume17				
Page No.4697to 4986				
D.S.R-IV, 24Pgs (S).				
32.7231/10 dt. 21.09.2010	459	500	25.00	RafikulAlam Sarkar &Ors.
Book1, CD Volume 25				
Page No.1662to 1678				
D.S.R-IV, 24Pgs (S).				
33.8644/11dt. 25.07.2011	453	494	9.50	Farahabul Bhangi
Book1, CD Volume20				
Page No.5300to 5312				
A.D.S.R. Sonarpur, W.B.				
34.946/13 dt. 7.02.2013	453	494	9.50	Mohinur Bhangi
Book1, CD Volume5				
Page No.1291to 1305				
D.S.R-IV, 24 Pgs(s)				
35.14528/12 dt. 1.12.2012	436	478	1.00	Sanat Kumar Chattopadhyay &Ors.
Book1, CD Volume 38				
Page No.4897 to 4916				
Being No.14528 of 2012				
A.D.S.R. Sonarpur, W.B.				

TEGHARI MOUZA

<u>Sl No.</u>	<u>Deed No.</u>	<u>R.S Dag No.</u>	<u>L. R Dag No.</u>	<u>Purchased area (in Decimals)</u>	<u>Name of Sellers</u>
36.	8771/08 dt. 31.08.2007 Book1, CD Volume 79 Page No. 837 to 852 A.R.A-1, Kolkata.	404	439	25.00	Ramjan Ali Seikh&Ors.
37.	10196/12 dt. 28.12.2012 Book1, CD Volume 36 Page no.3979 to 3993 D.S.R-IV, 24 Pgs(S)	404	439	3.00	Sarafuddin Mondal
38.	4032/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 656to 681 D.S.R-IV,24 Pgs(S).	417	448	34.00	Golam Mustafa Mondal & Ors.
39.	4033/09 dt.15.07.2009 Book1, CD Volume13 Page No. 705to722 D.S.R-IV,24 Pgs(S).	412	434	12.00	Golam Mustafa Mondal &Ors.
40.	4035/09 dt.15.07.2009 Book1, CD Volume13 Page No.740to 751 D.S.R.-IV, 24 Pgs(S).	400	431	3.30	Jakir Hossain Mondal
41.	3058/10dt. 21.04.2010 Book1, CD Volume11 Page No. 2915to2932 D.S.R-IV, 24 Pgs(S).	411	446	25.00	Golam Mustafa Mondal & Ors.
42.	1102/11 dt. 14.02.2011 Book1, CD Volume4 Page No.3658to 3676 D.S.R-IV, 24 Pgs(S).	417	448	3.00	AnguraBewa &Ors.
43.	10203/12 dt. 28.12.2012 Book1, CD Volume37 Page No. 155to171 D.S.R- IV, 24 Pgs(S).	413 414	435 436	4.00 4.00	Abbas Ali Mondal & Ors.

44.	10204/12 dt. 28.12.2012 Book1, CD Volume37 Page No.140to 154 D.S.R-IV, 24 Pgs(S).	416	447	15.00	Abbas Ali Mondal.& Ors.
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NISCHINTAPUR MOUZA

<u>Sl No.</u>	<u>Deed No.</u>	<u>R.S Dag No.</u>	<u>L. R Dag No.</u>	<u>Purchased area (in Decimals)</u>	<u>Name of Sellers</u>
45.	11440/08 dt.13.05.2008 Book1, CD Volume59 Pages No.4254to 4269 A.R.A-1, Kolkata.	17	4	3.30	Gita Patra
46.	1354/09 dt. 31.03.2009 Book1, CD Volume4 Pages No.154to 166 D.S.R-IV, 24 Pgs(S).	17	4	3.00	Sirajul Haque Fakir & Ors.
47.	1355/09 dt. 31.03.2009 Book1, CD Volume4 Page No.167to 179 D.S.R-IV, 24 Pgs(S).	17	4	3.7	Haripada Das & Ors.
48.	3266/09 dt.19.06.2009 Book1, CD Volume10 Pages No.872to 886 D.S.R-IV, 24 Pgs(S).	15	9	17.00	RiziaBewa &Ors.
49.	4031/09 dt. 15.07.2009 Book1, CD Volume13 Pages No.603to 626 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Golam Mustafa Mondal & Ors.
50.	4034/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 723to 739 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Moharjan Bewa&Ors.
51.	4028/09dt. 16.07.2009 Book1, CD Volume13 Page No.433to 445 D.S.R,IV, 24 Pgs(S).	17	4	4.00	Noor Mohammed Halder

52.4934/09 dt. 27.08.2009 Book1, CD Volume 15 Page No. 5263to 5275 A.R.A.-1, Kolkata	14	10	4.00	Swapan Kumar Das
53.8086/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2670to 2682 D.S.R.-IV, 24 Pgs(S).	6	3	8.00	Faraj Gayen &Ors.
54.8085/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2656to 2669 D.S.R-IV,24 Pgs(S).	16	7	12.00	Faraz Gayen &Ors.
55.4125/14 dt. 6.06.2014 Book1, CD Volume23 Pages No.1174to 1186 D.S.R-IV,24 Pgs(S).	16	7	5.00	Md. Giyasuddin Mulla
56.160804105/15 dt.28.05.2015 Book1, CD Vol.1608-2015 Page from24141 to 24158 A.D.S.R. Sonarpur	16	7	11.00	Seikh Sajahan Ali &Ors.
57.3173/15 dt. 27.05.2015 Book1,CD Vol.1608-2015 Page No.13442 to13459 A.D.S.R. Sonarpur	16	7	4.00	FarajGayen &Ors
58.8087/13 dt. 26.09.2013 Book1, CD Volume41 Page No. 2683 to 2695 D.S.R- IV, 24 Pgs(S).	18	6	8.00	Faraj Gayen &Ors.
59.8088/13 dt. 26.09.2013 Book1, CD Volume 41 Page No. 2696to 2708 D.S.R-IV, 24 Pgs(S).	18/494	5	14.00	Faraj Gayen &Ors.
60.8248/13 dt. 26.09.2013 Book1, CD Volume42 Page No. 1526to 1538 D.S.R-IV,24 Pgs(S).	19 19	8 8	00.32 24.68	Faraj Gayen &Ors.
61.7096/13dt. 27.08.2013 Book1, CD Volume36 Page No. 3167to 3181 D.S.R-IV, 24 Pgs(S).	14	10	3.00	Baid Trade Fina Private Limited & Ors.
62.5017/10dt: 25.06.2010	6	3	8.00	Rizia Bewa

Book1, CD Volume17	14	10	7.00	& Ors.
Page No.4697to 4986	17	4	36	
D.S.R-IV, 24Pgs (S).	18	6	8.00	

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

ALL THAT Unit No.-..... admeasuring square feet of carpet area situated on the Floor of Block of the buildings constructed by the Vendors at on the lands described in the First Schedule abovewritten together with an exclusive balcony admeasuring square feet and together with an open terrace admeasuring square feet contiguous to the said Unit, such Unit, balcony and open terrace being bordered in red ink on Map - I attached herewith Together With prorata undivided share in the land appurtenant thereto and prorata undivided share in the common areas, installations, services and facilities in the said building

PART - II

ALL THAT the (.....) nos. covered/uncovered car parking spaces numbered as on the floor of Block "....." / in the open space in front of Block as bordered in red ink on the Car Park Plan attached herewith

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

- a) Entrance lobby, Corridors, Lobbies, Staircase, Staircase landing, Entrances, Exits, Pathways, Terraces, Foundations, Columns, Beams and all structural supports.
- b) Drains : Sewerage from the Premises to the main road
- c) Water Reservoir, Underground Tanks and Overhead Tanks

- d) Drainage pipes from the Units to the Drains and sewer connection to the premises
- e) Landscaped Garden..
- f) Children play ground
- g) Multipurpose Court
- h) Ponds with ghats
- i) Surveillance Cameras
- j) Intercom facility.
- k) Water Filtration facility.
- l) Visitors' parking
- m) Servants' Toilets.
- n) Lift
- o) Generator.
- p) Boundary walls of the premises including outside wall of the building and main gate
- q) Common Services :
 - i) Generator, Pump and Meter with installation and room therefor
 - ii) Water pump, underground reservoir, overhead tanks, water pipes and other common plumbing installation and space required therefor.
 - iii) Transformer, common area light fittings, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor
 - iv) Windows, Doors, Grilles and other fittings of the common areas of the premises.
 - v) Lift/Elevator and its accessories installations and space required therefor
 - vi) Surveillance cameras, intercom, water filtration equipment.
 - vii) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises of the building as are necessary for use and occupancy of the Units as are required.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral easements, quasi-easements appendages and appurtenances, whatsoever belonging to or in any way appertaining to the said flat together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified excluded and reserving unto the Vendor the rights easements, quasi-easement privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule.
2. The right of access in common with the other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the staircase, tube wells, if any, and electrical installations and other facilities installed for the common use of the flat owners.
3. The right of way in common as aforesaid at all times and for all purposes in connection with the reasonable use and enjoyment of the said flat, with or without vehicles over and along the driveways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title, under it or its servants agents and invites to obstruct in any ways by vehicles, deposit of materials, rubbish or otherwise, the free passages of other person or persons including the Vendor entitled to such ways as aforesaid along such pathways or driveways.
4. The right of protecting the said flat by or from all parts of the building so far as they protect the same.
5. The right of passage in common as aforesaid for electricity water and soil gas and telephone or any other such facility from and to the said flat through pipes drains wires and conduits lying or being in under through or over the said building and the said land so far as may be reasonable and necessary for the beneficial occupation of the said flat for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

The under mentioned rights easement and quasi easements privileges and appurtenances shall be excepted out of the sale and reserved for the Vendor and / or other Flat Owners.

1. The right in common with the other Purchasers and/or other person or persons entitled to the other part or parts of the said buildings and its installations and other passages.
2. The right of possession in common with the other Purchasers and other person or persons as aforesaid of electricity, water and soil gas and telephones from and to any part of the other part or parts of the said buildings through pipes, drains, wires conduits lying or being in under through or over the said flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building and for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building and all parts of the said flats so far as they now protect the same.
4. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said flat otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
5. The right of the Vendor and / or occupier or occupiers of the other part or parts of the said building for the purpose of ingress and egress unto and from such other part or parts of the said building, the entrance, stair cases, electricity, installations, open and covered space and other common passages or paths of the said building.
6. The right of the Vendor and / or the Maintenance Company/ Association with or without workmen and necessary materials to enter from time to time and upon the said flat for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits as aforesaid provided always the Vendor and / or the Maintenance Company /Association and other person or persons shall give to the Purchaser a prior notice of its intention for such entry as aforesaid, provided however such notice will not be necessary in the event of any emergency.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :
(Restrictions and obligations imposed in respect of the said flats)

1. Not to use the said flat or permit the same to be used for any purpose whatsoever other than residential purpose and / or personal chamber and not to use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the building and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Nursing Home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or Industrial activity whatsoever and similarly not to keep in the allotted parking space, anything other than a private or personal vehicle and not to raise or put up any kutchra or pucca construction thereon or part thereof and at all times, to keep it open as before, nor permit dwelling or staying for any person or blocking by putting any article in the car parking space.
2. Not to do or permit to be done any act or thing which may render void or voidable any standard policy of insurance in relation to flats and buildings on any flats or in any part of the building or may cause any increase in the premium payable in respect thereof.
3. Not to do or cause to be done any act or deed which may lead to sound pollution.
4. Not to do or cause to be done any act which may be cause annoyance or nuisance to any of the other flat owners of the said building complex.
5. Not to permit or cause to be permitted any work which may be a source for nuisance or annoyance to be permitted to carry on beyond the hours that may be stipulated by the Maintenance Company/Association in this regard.
6. Not to throw or accumulate dirt, rubbish or other refuse waste or permit the same to be thrown into the lavatories, cisterns or water or soil pipes in the said flat, or in the compound or any portion of the building or premises, except in the garbage space as provided for in the said building.
7. No name writing, drawing, sign board, plates of any kind shall be put over in any window or the interior of the said flat as to be visible from outside the flats.
8. Not to do or cause anything to be done in or around the said flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said flat or any other portion over or below the said flat or adjacent to the said flat or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces passages or amenities available for common use.

9. Not to damage nor interfere with the lifts and water pipes and fittings entering into the said flat, as well as the sanitary apparatus and the ducts and fittings connected with or relating to electricity or other services in the building.
10. To affix the name plates at such places as shall be specified by the Vendor or the Maintenance Company/Association.
11. Not to damage or demolish or cause to be damaged or demolished the said flat or any part thereof at any time or the fittings and fixtures affixed thereto, which in any way may affect the other flats and building or the use thereof.
12. Not to make any alteration or addition to the electrical installation of the said Flat nor to connect any apparatus thereto which might endanger or overload the said installation or any part thereof.
13. Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of external doors and window, including grilles of the said Flat which in the opinion of the Vendor and/or the Maintenance Company/Association differs from the colour Scheme of the building or elevation or which in the opinion of the Vendors and/or the Maintenance Company/Association may effect the elevation in respect of the exterior walls of the building.
14. Not to put any grille projecting outside the windows of the said flat nor put or hang clothes or articles on the railing or outside any of the window and if done the Vendor and/or the Maintenance Company/ Association or any persons authorized by it shall be entitled to pull them down and store the same entirely at the risk and costs of the Purchaser without being liable for any trespass.
15. Not to install any fittings or fixtures which will be projecting outside the windows of the said flat.
16. To fix and install air-conditioners only at the places designated for the said purpose and not to open any other window or make any opening for the fixing or installation of the air conditioner.
17. Not to make in the said flat any structural addition and/or alterations such as in beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or Maintenance Company/Association and with the prior sanction of the Rajpur Sonarpur Municipality and/or any concerned authority.

18. The Purchasers shall not fix or install any antenna except a single DTH antenna on the roof terrace of the said building nor shall fix any window antenna except that the Purchasers shall be entitled to avail of the Central Antenna facilities to be provided by the Maintenance Company/Association to the Purchaser and also to other owners of the other flats in the said premises.
19. Not to use the car parking space or permit the same to be used for any other purposes whatsoever other than parking of the Purchaser's vehicle.
20. Not to park any vehicle on the driveway or open spaces of the buildings or at any other place except the car park allotted to the Purchaser.
21. None of the Purchaser shall park their cars in any way of manner which may obstruct cars parking to other flat owners.
22. To become a member of the Maintenance Company/Association formed for the purpose of managing and maintaining all services required for and relating to the buildings and to abide by its Memorandum and Articles of Association /Byelaws and such rules as may be framed by the maintenance company/Association from time to time.
23. The Purchasers shall pay regularly and punctually within 7 days of every month in advance and month by month the common expenses in the proportionate share as described in the Fourth Schedule to be payable from the date of possession to the Purchaser to the Vendors and/or the Maintenance Company/Association.
24. So long as each flat in the said premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all land revenue, rates and taxes assessed on the whole premises including the charges for common electricity. Such proportion is to be determined by the Vendor / Maintenance Company/Association on proportionate basis.
25. If the Purchasers fails to pay the aforesaid expenses or part thereof within the time as aforesaid the Purchaser shall be liable to pay interest @ 2% per month and further agrees that if any such payment or part thereof including interest remains unpaid for sixty days, Vendor / Maintenance Company/Association shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat such as water supply, electricity connection, use of lifts, central antenna etc. till such time the Purchaser makes payment of such dues with interest and shall also be liable to pay the common expenses for such suspension period as well as re-connection charges.

26. The Purchaser shall be responsible and liable for all facts of omission or commission committed by themselves and/or any of their employees, agents, workmen, visitors or representatives.
27. The Purchasers shall ensure due compliance of all statutory obligations and not do or take any step which in any way affect the said buildings or other flat owners.
28. The Purchaser shall ensure and confirm to all standards of safety and security while permitting workmen to work within the said flat.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :
(The expenses or in the said proportionate share)

1. Operating, maintaining, repairing, redecorating etc. of the main structures, gutter and rain water pipes of the buildings, tube well, water pipes, sanitary pipes, gas pipes, electric pipes / conduits wires and installations in under or upon the buildings and enjoyed or used by the purchasers in common with occupiers of other flats and the main entrance lobbies, passages, landings, staircases and the roof of the building as enjoyed by the Purchasers in common as aforesaid and the boundary walls of the building compounds.
2. Maintenance and servicing of all electrical, sanitation, lift, water, water treatment plants, generator installations, swimming pool, club-house etc. and management of common facilities, renovation, repair and maintenance charges for all common wiring, pipes, electrical and mechanical installations, applications and equipment in stairways, corridors, lifts, shafts, gardens, passageways, etc. PROVIDED THAT if by virtue of any particular usage of the building and/or facilities by the Purchasers and/or storage of or on or in the accommodation within the flat of the Purchasers, any additional costs are required/incurred for maintenance, repair, insurance, etc. the Purchasers shall be exclusively liable for payment of these costs to the Maintenance Company/Association.
3. Cleaning, repairing, upkeep, maintaining and lighting the passageways, landings, driveway, pathway staircases of the buildings, the parking areas, gardens, greenery, swimming pool, club-house, banquet hall, community hall, guest rooms, grocery shop, security rooms, common toilets and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid, including expenses for water, fire and scavenging etc.

4. The salaries and outgoings towards employment of any all persons employed for common purposes, including caretakers, security staff, bill collectors, sweepers, malis, mistris, maintenance operations and administrative personnel.
5. Suppliers of common utilities including electricity, water charges etc. payable to the concerned authorities / agencies and payment of all servicing charges incidental thereto.
6. Working, maintenance and regular servicing of air conditioners and other equipment in common areas, intercom installation, T.V. antenna, communications equipment, and equipment used for fire protection and security and other building related services and smoke detection equipment and any other gadgets and equipment which may be installed at the said buildings.
7. Insurance of the buildings, installations, machinery, fixtures, etc. for all types of risks.

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

SIGNED, SEALED AND DELIVERED by
the withinnamed VENDORS at Kolkata in
the presence of :

SIGNED AND SEALED by the within
named PURCHASER at Kolkata in
the presence of :

MEMO OF CONSIDERATION

Received of and from the within-named Purchasers the sum of Rs./-
(Rupees only)

being the full consideration money as per particulars below :

By diverse cheques drawn by the Purchaser
in favour of Devaloke Developers Limited
from time to time

..... Rs.00

Total

Rs.00

(Rupees only)

WITNESSES :

Drafted by me :

Advocate, High Court