

THIS DEED OF ASSIGNMENT made this day of Two
Thousand and Nineteen A. D. B E T W E E N SRI BIMAL RANJAN
AICH ROY son of Late Brojendra Kishore Aich Roy, (PAN ARGPA3875Q) , by
religion – Hindu, by occupation – Surgeon, of Premises No. 176/14/119, Raipur
Road, commonly known as 119, Regent Estate, Police Station – Jadavpur, Post
office - Regent Estate, Kolkata – 700 092, hereinafter called and referred to as
the “ OWNER/ ASSIGNOR ” (which terms or expression shall unless
excluded by or repugnant to the subject of content be deemed to mean and
include their and each of their respective heirs, executors, administrators,
representatives, successors, nominees and assigns) represented by his Constituted
Attorney SRI DEBABRATA SARKAR (PAN- ALGPS1082F) son of Late Jogesh
Chandra Sarkar , by faith – Hindu, by profession – Business , of 548, Parnashree
Pally, Police Station – Parnashree , Kolkata - 700 060 of the FIRST PART .

A N D

(1) MR. son of, (PAN) , by occupation- and (2) MRS. wife of, (PAN) , by occupation- , both by faith - Hindu, both at present residing at Premises No., Road, Police Station – , Kolkata – 700 0..... , hereinafter jointly and collectively called and referred to as the ASSIGNEES (which expression shall unless excluded by or repugnant to the context shall mean and include their respective heirs executors , legal representatives , administrators , nominees and assigns) of the SECOND PART.

A N D

M/S. DEBABRATA PROPERTIES PVT. LTD. a Private Limited Company , registered under the Companies Act , 1956 , (PAN AADCD1972A) , having its registered office at Premises No. 548, Parnashree Pally , Police Station – Parnashree , Kolkata - 700 060, represented by its Director namely SRI DEBABRATA SARKAR (PAN- ALGPS1082F) son of Late Jogesh Chandra Sarkar , by faith – Hindu, by profession – Business, of 548, Parnashree Pally, Police Station – Parnashree , Kolkata - 700 060, hereinafter called and referred to as the “ DEVELOPER/CONFIRMING PARTY ” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include its Directors for the time being and its successors-in-office , nominees and assigns) of the OTHER PART.

WHEREAS by an Indenture of Lease dated 05.05.1966 registered before the Sub Register of Alipore and recorded in Book No. I, Volume No. 24 , Pages 246 to 252, Being No. 3605 for the year 1966 The Governor of the State of West Bengal, mentioned therein as Lessor transferred and conveyed all that piece or parcel of land measuring 6 (six) Cottahs 9 (nine) Chittaks and 33 (thirty three) Sq. ft. be a little more or less bearing Plot No. 119, J. L. No. 34, Touzi No. 151 in Mouza Bade Raipur, then Police Station - Tollygunge now Jadavpur, then within Corporation of Calcutta now within The Kolkata Municipal Corporation, District 24 - Parganas in favour of one Sanat Kumar Roy son of Sri Sisir Kumar Roy mentioned therein as Lessee TO HOLD unto the Lessee by way of Lease from 05.05.1966 for the term of 99 (ninety nine) years paying annual rent at the rate of Re. 1/- with such other terms and conditions, covenants and stipulations as are more clearly written thereunder and hereinafter called and referred to as the "the said property".

AND WHEREAS by virtue of the said registered Deed of Lease the aforesaid Sanat Kumar Roy was seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land measuring 6 (six) Cottahs 9 (nine) Chittaks and 33 (thirty three) Sq. ft. be a little more or less bearing Plot No. 119, J. L. No. 34, Touzi No. 151 in Mouza Bade Raipur, then Police Station - Tollygunge now Jadavpur, then Corporation of Kolkata now within The Kolkata Municipal Corporation , District 24 - Parganas , then Corporation of Kolkata who mutated his name in respect of the aforesaid property and the said property now known as Municipal Premises No. 176/14/119, Raipur Road, locally known as P- 119, Regent Estate, at present within The Kolkata Municipal Corporation, Ward No. 96, Police Station – Jadavpur, Kolkata - 700 092, in the District of South 24 Parganas which is morefully and particularly described in the FIRST SCHEDULE written hereunder and hereinafter called and referred to as the 'SAID PREMISES'.

AND WHEREAS the Lessee Sanat Kumar Roy having agreed with one Bimal Ranjan Aich Roy, the present Owner herein, for transfer to him for valuable consideration, free from all encumbrances, the aforesaid leasehold vacant land, hereditaments and premises being the Plot No. 119, under Tollygunge Land Development Scheme at Mouza – Bade Raipur, J.L. No. 34, Touji No. 151, Sub Division : Alipore, Police Station – formerly Tollygunge , the then Jadavpur , Kolkata – 700 092 in terms of clause 2(6) of the Indenture of Lease dated 05.05.1966 , obtained the written consent of the Lessor viz. the Governor of the State of West Bengal , for such assignment and/or transfer of the leasehold interest of the Lessee Sanat Kumar Roy unto the present Owner herein.

AND WHEREAS the Lessee, Sanat Kumar Roy thereafter by an Indenture of Transfer dated 7th day of April, 1977 registered before the Registrar of Assurances , Calcutta and recorded in Book No. I, Being No. 1501 for the year 1977, therein referred to as the Transferor in consideration of the said agreement and for valuable consideration granted, transferred and assigned unto and to the use of the said Sri Bimal Ranjan Aich Roy, therein referred to as the Transferee, herein referred to as the Owner ALL THAT the leasehold interest of the Transferor Sanat Kumar Roy in the said piece or parcel of vacant land, hereditaments and premises measuring 6 Cottah 9 Chittack and 33 Sq.ft. more or less, being the Plot No. 119 under Tollygunge Land Development Scheme in Mouza – Bade Raipur , J. L. No. 34 , Touji No. 151 , Sub Division – Alipore and being Premises No. 176/14/119 , Raipur Road also locally known as Premises No. P-119, Regent Estate, Kolkata – 700 092 , within the municipal limits of The Kolkata Municipal Corporation,

Ward No. 96 , Police Station – Tollygunge thereafter Jadavpur , Sub registration office Alipore in the District of then 24 Parganas, presently 24 Parganas (South) morefully and particularly described in the SCHEDULE there under written together with the benefits of all covenants, conditions and agreements contained in the said Indenture of Lease and all the right, title and interest of the Transferor Sanat Kumar Roy in the said property, free from all encumbrances and liabilities whatsoever TO HAVE AND TO HOLD the leasehold land and premises thereby granted, assigned and transferred unto and to the use of the said Transferee Sri Bimal Ranjan Aich Roy , the present Owner herein, his heirs, executors, administrators or assigns, for all the residue till then unexpired period of the said term of 99 (ninety nine) years of the said lease as recited in Indenture of Lease dated 05.05.1966 together with all benefits and advantages thereof and subject to the performance and observance of the terms, covenants and agreements contained and provided therein.

AND WHEREAS the said Transferee , being the present Owner herein, has paid the rent payable to the Head Lessor i.e. the Governor of the State of West Bengal and is observing the performing all the covenants and conditions contained in the said Indenture of Lease dated 05.05.1966 and the said Indenture of Lease is still alive valid and binding with all its benefits and advantages for the unexpired period of the said terms of lease of 99 years under the said Indenture of Lease dated 05.05.1966 commencing from the 5th day of May, 1966.

AND WHEREAS the said Transferee, the present Owner herein, has mutated his name in the assessment records of the Kolkata Municipal Corporation in respect of the said leasehold land, hereditaments and premises being Plot No. 119, under Tollygunge Land Development Scheme at Mouza – Bade Raipur, J.L. No. 34, Touji No. 151, Sub Division Alipore, being Municipal Premises No. 176/14/119 , Raipur Road also locally known as Premises No. P-119, Regent Estate, Police Station – formerly Tollygunge, presently Jadavpur, Kolkata – 700 092, within the municipal limits of The Kolkata Municipal Corporation, Ward No. 96 and went on exercising all their acts over the said land with Leasehold interests therein and been enjoying the said premises on payment of municipal rates and taxes regularly.

AND WHEREAS the said Transferee, the present Owner herein, has constructed a single storey building on the said premises after obtaining a sanction plan of a three storied building from the Building Department of the then Corporation of Calcutta in the year 1978 and has been possessing and enjoying the said property till then.

AND WHEREAS the aforesaid Owner have marketable title to the said premises and the said premises is free from all encumbrances, charges, lines, lispence whatsoever or howsoever and that the Owner now absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with premises as referred hereinafter.

AND WHEREAS the Lessee of the said premises , with the intention of construction of one new building as and by way of development of the said property/premises started negotiations with SRI DEBABRATA SARKAR son of Late Jogesh Chandra Sarkar, Director of M/S. DEBABRATA PROPERTIES PVT. LTD. , the Confirming Party herein for construction of one Ground plus Four storied Residential Building comprising of Car Parking Space in Ground floor and self contained flats on upper floors in the said new building at the said premises .

AND WHEREAS Subsequently, as the Lessee of the said plot of land, to give effect to the said intentions of construction of one new building as and by way of development of the said property/ premises through the Developer/ Confirming Party herein, on 1st day of September, 2015, had entered into an Agreement registered before the A.D.S.R. Alipore and recorded in Book No. I, Volume No. 1605-2015, pages 63893 to 63928, Being No. 160506100, for the year 2015 (hereinafter referred to as the Development Agreement) with the Developer/ Confirming Party herein for development of the said plot/ premises .

AND WHEREAS Pursuant to the same, the Confirming Party at its costs and expenses in the name of the said Lessee, got sanctioned one Building Plan from The Kolkata Municipal Corporation bearing No. B/P No. dated for construction of one Ground plus Four storied Residential Building comprising of Car parking Space in Ground floor and self contained flats on upper floors in the said new building at the said premises .

AND WHEREAS for the purpose of reimbursement of the cost of the construction of the ground plus four storied building as per terms of the aforesaid Agreement the Developer/Confirming Party herein has been allotted with all that part and portion of the new ground plus four storied building morefully described as the Developer's allocation in the said Agreement dated 1st day of September, 2015 .

AND WHEREAS according to the said Sanctioned Building Plan, the Developer/ Confirming Party commenced construction of the said Ground plus Four storied

Residential Building at the said premises and under the said Agreement dated 1st day of September, 2015 the Developer/ Confirming Party was/is authorized to deal with flats and Car Parking Spaces in the new building in favour of intended Assignees or Assignees out of its Allocations .

AND WHEREAS in terms of the said Agreement dated 1st day of September, 2015, the said Lessee/Owners was/is authorized to deal with his Allocations in the new building at the said premises and the Confirming Party was/is also authorized to deal with its Allocations in the new Building at the said Premises and the said Lessee/Owners also granted one registered General Power of Attorney on, 201..... , duly notarized and authenticated by the Australian Trade Commission on subsequently adjudicated by the Collector of Kolkata on unto and in favour of the Director of the Developer Company being the Confirming Party herein authorizing him to deal with all affairs of the project .

AND WHEREAS the Assignees herein being desirous to own/ acquire one of such flats in the new building under construction at the said premises approached the Confirming Party herein to allot them one flat in the said new building out of Developer/ Confirming Party's Allocations therein .

AND WHEREAS on such approach, an Agreement for Sale/Transfer and/or Assignment dated of Leasehold interests in the premises was entered into and by and between the Assignor herein through the Confirming Party, the Assignees herein and the Confirming Party herein, wherein and whereunder the Assignees have agreed to acquire Leasehold interests over ALL THAT the Flat No. on the floor, portion measuring Sq. ft. Carpet area more or less having Super Built up area of Sq. Ft. more or less of the said new Ground plus Four storied building at Municipal Premises No. 176/14/119, Raipur Road , locally known as P-119, Regent Estate, Police Station - Jadavpur, Kolkata - 700 092 out of Confirming Party's Allocations in the said Building (hereinafter called the " SAID FLAT " at or for the total consideration of Rs. (Rupees Lacs) only morefully described in the SECOND SCHEDULE thereunder written and on the other terms , conditions therein contained.

AND WHEREAS in furtherance of the said Agreement dated 1st day of September, 2015, the Confirming Party completed construction of the said new Ground plus Four storied Residential building at the said premises in accordance with the said sanctioned building plan as granted by the Kolkata Municipal Corporation .

AND WHEREAS after completion of construction and upon receipt of the said consideration of Rs. (Rupees Lacs) only in full the Confirming Party with the confirmations and concurrence of the Assignor through the Confirming Party and the Confirming Party have delivered Possession of the said Flat No. on the floor , portion measuring Sq. ft. Carpet area more or less having Super Built up area of Sq. Ft. more or less of the said new Ground plus Four storied building at Municipal Premises No. 176/14/119, Raipur Road, locally known as P-119 , Regent Estate , Police Station - Jadavpur, Kolkata - 700 092, in favour of the Assignees and the Assignees being in possession of the said Flat No. in the floor, portion , have now requested the Assignor through the Confirming Party and the Confirming Party to execute and register relevant Deed of Assignment in respect of the said Flat in the floor together with undivided proportionate leasehold share or interests in land including common Service area attributable to the said Flat fully described in the SECOND SCHEDULE hereunder written also together with right of use and occupation of all common parts/portions in the said building at the said premises fully described in the THIRD SCHEDULE hereunder written in their favour and on such requests the Assignor through the Confirming Party being his Constituted Attorney and the Confirming Party itself are jointly completing the Assignment / transfer / sale of the said Flat in the floor free from all encumbrances in favour of the Assignees by these presents .

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. (Rupees Lacs) only well and truly paid by the Assignees to the Confirming Party (the receipt whereof the Confirming Party for herself and as Attorney of the Assignor hereunder admit and acknowledge) and of and from the payments of the same and every part thereof the Assignor and the Confirming Party do hereby release acquit and forever discharge the Assignees as also the said Flat No. on the floor , portion measuring Sq. ft. Carpet area more or less having Super Built up area of Sq. Ft. more or less of the said new Ground plus Four storied building at Municipal Premises No. 176/14/119, Raipur Road, locally known as P-119 , Regent Estate , Police Station – Jadavpur , Kolkata - 700 092 along with the undivided leasehold share or interests in the land including common service Area of the said premises hereby conveyed) the Assignor through his Constituted Attorney , the Confirming Party herein doth hereby grant , assign and confirm unto and to the use and benefit of the Assignees free from all encumbrances whatsoever ALL AND

SINGULAR ALL THAT the undivided proportionate leasehold impartible share or interests in the land including common Service Area of the said premises fully described in the FIRST SCHEDULE hereunder written in proportion to the said Flat on the Second floor (hereinafter referred to as the "Land") including common Service Area and the Assignor and the Confirming Party jointly do hereby grant, assign and assure unto and to the use of the Assignees free from all encumbrances whatsoever ALL AND SINGULAR ALL THAT the Flat No. on the floor , portion measuring Sq. ft. Carpet area more or less having Super Built up area of Sq. Ft. more or less of the said new Ground plus Four storied building at Municipal Premises No. 176/14/119, Raipur Road, locally known as P-119 , Regent Estate , Police Station - Jadavpur, Kolkata - 700092 more fully described in the SECOND SCHEDULE hereunder written and delineated in the Map or Plan annexed hereto and therein bordered RED for the Flat / Unit (hereinafter referred to as the " Said Flat ”) and the Confirming Party doth hereby concur and confirm such assignment of leasehold interests of the said Flat in the Floor in favour of the Assignees OR HOWSOEVER OTHERWISE the said Flat is heretofore were or is situated , butted , bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights, ways, paths, common or other passages, drains, water courses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the said Flat belonging to or in anywise appertaining or with the same or any of them or any part thereof now or at any time heretofore held and used occupied or enjoyed with their and every of their appurtenances AND the right of use in common with the other occupiers of their Flats , in the said building the common portions more fully described in the THIRD SCHEDULE hereunder written and shall also pay the common expenses proportionately more fully described in the FOURTH SCHEDULE hereunder written BUT SUBJECT TO the covenants more fully described in the FIFTH SCHEDULE hereunder written, without any claim and demand whatsoever both at law and in equity of them the Assignor and the Confirming Party into and upon the said Flat and every part thereof TO HOLD the said Flat in the Floor and every part thereof TO HOLD the Flat in the Floor for the residue of term granted and now remaining unexpired period under the said Head Lease dated 5th. day of May , 1966 unto and to the use of the Assignees subject only to the rates and taxes payable in respect of the same and subject to the covenants, stipulations herein contained and the Assignor and the Confirming Party do hereby confirm and covenant with the Assignees that NOTWITHSTANDING any act, deed or thing by the Assignor and the Confirming Party made, done or executed AND

THAT the Assignees shall and may at all times hereafter peaceably and quietly possess and enjoy the said Flat and each and every part thereof and receive the rents and profits thereof without any lawful eviction, interruption, claims or demands from or by the Assignor and the Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for them respectively AND FURTHER that the Assignor and the Confirming Party and all persons having or lawfully or equitably claiming any estate or inheritance in the said Flat or any part thereof from or under or in trust for them the said Assignor and the Confirming Party shall and will from time to time and all times hereafter at the requests and costs of the Assignees doth and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the said leasehold interests in the said premises and the said Flat and every part thereof unto and to the use of the Assignees, their respective heirs, administrators, legal representatives and assigns for the residue of the term granted and now remaining unexpired under the said Head Lease dated 01.05.1966 in the manner aforesaid as shall or may be reasonably required AND it is hereby further declared by the Assignor that they shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Assignees produce or cause to be produced through their Agent, Attorney the original title, deed or documents for the purpose of showing their leasehold interests to the said premises or any part thereof AND ALSO at the like requests and costs deliver or cause to be delivered unto the Assignees such attested or other copies or abstracts or extracts from the said deeds or documents as may be reasonably required AND shall and will in the mean time unless prevented as aforesaid keep the said deeds safe, unobliterated and uncanceled as far as possible.

AND IT IS HEREBY AGREED BY AND BETWEEN THE ASSIGNOR, CONFIRMING PARTY AND THE ASSIGNEES AS FOLLOWS :-

- (a) The Assignees shall be entitled to use in common with other occupiers of flats in the building the common passages, common areas in the Ground floor and other part/portions of the building including Roof/Open Terrace at the said Premises as described in the THIRD SCHEDULE hereunder.
- (b) The Assignees shall always and regularly pay every month to the Association of the flat owners upon its formation in this behalf their share of all outgoings and expenses to be charged in such proportions as may be decided by the Association as mentioned herein on the basis of area of the Flat / Unit in

the building and such charges and expenses morefully and particularly described in the FOURTH SCHEDULE hereunder.

- (c) The Assignees shall use the said Flat for Residential purposes only and not for any other purpose .
- (d) The Assignees or the occupiers of Flats/Unit in the building shall not be entitled to make any kind of temporary or permanent construction on common spaces in Ground floor or other floors of the building and the same shall always remain in common use.
- (e) Subject to the provisions contained in this Deed and subject to the provisions of law for the time being in force the Assignees shall be entitled to exclusive possession and enjoyment of the said Flat together with all the benefits , rights and facilities and amenities as herein provided and the said Flat save and subject to the extent elsewhere herein contained .
- (f) The Assignees shall apply for and have the said Flat separately assessed for the purpose of assessment of the Kolkata Municipal Corporation rates and taxes and shall also apply for and obtain mutation of their names in the said records in respect of the said Flat .
- (g) The Assignees shall have right of passages, utilities, including connections for Telephones, Televisions, Pipes, Cables etc. through each and every part of the building.
- (h) The Assignees shall have the right with or without workmen and necessary material to enter from time to time upon the other flats/portions of the building for the purposes of repairing or cleaning any part or portion of the said Flat / Unit in the said building in so far as such or repairing or cleaning as aforesaid which cannot be reasonably carried out without such entries and in all such cases excepting emergency upon giving 48 hours' notice in writing of the intention so as to enter the co-owners' flat affected thereby .
- (i) The Assignees shall have the right of paths and passages in all the common portions of the building/premises for the services of electricity , water from and to the respective flats of co-owners and the specific area/space on roof of the building through pipes , drains, wires, and conduits lying or being in under through or over the said building and the said land/premises as

far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.

- (j) The Assignees shall have the right to assign and/or transfer their lease hold interests in regard to said Flat in the said premises in favour of any other person/persons under the same terms, conditions and covenants stated hereunder .
- (k) The Assignees shall have the right to access in common with co-owners of the building at all times and for all normal domestic purposes connected with the use and enjoyment of the Flat/Unit.
- (l) The Assignees shall not carry any obnoxious , offensive , illegal or immoral activity in the said flat /unit and shall not cause any nuisance or annoyance to the occupants of the other portions of the building and/or to the occupants of the other buildings in the neighborhood .
- (m) The Assignees shall pay and discharge regularly and punctually all taxes, impositions , proportionate lease Rents payable to Head Lessor i.e. Govt. of West Bengal through the Assignor herein , common expenses and all other out goings in connection with the said Flat and in particular common portions proportionately.
- (n) The Assignor shall not do anything whereby the rights of the Assignees hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the Assignees and the Assignor hereby declares and covenant with the Assignees , that the Assignees herein shall apply for new Electricity Meter in their names and install the same in their names in the said premises , but the existing main meter shall always remain and be meant for common use of all the Flat Owners i.e. Assignor , Assignees or their respective successors in the said premises and the Assignor shall have no personal claim over the said common Electricity Meter.
- (o) The Confirming Party hereby declares that they have neither done any act, deed, matter and things nor has been party to any such act, deeds, matters and things whereby or by reason whereof the Confirming Party may be prevented from assuring the said Flat to the Assignees herein.
- (p) The Confirming Party shall and will from time to time and at all times hereafter upon every reasonable requests and at the costs of Assignees make do

acknowledge and execute or cause to be made done acknowledged and executed all such further acts, deeds and things for more perfectly assuring the said Flat hereby conveyed unto the Assignees which may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Municipal Premises No. 176/14/119, Raipur Road ,
Police Station - Jadavpur, Kolkata - 700 092)

ALL THAT piece or parcel of land measuring 6 (six) Cottahs 9 (nine) Chittaks and 33 (thirty three) Sq. ft. be a little more or less together with a building as standing thereon bearing Plot No. 119 , J. L. No. 34 , Touzi No. 151 in Mouza Bade Raipur , then Police Station - Tollygunge now Jadavpur , formerly within Corporation of Calcutta now within The Kolkata Municipal Corporation , now known as Municipal Premises No. 176/14/119 , Raipur Road , locally known as P-119 , Regent Estate , at present within The Kolkata Municipal Corporation , Ward No. 96 , Police Station - Jadavpur, Kolkata - 700 092 , in the District of South 24 Parganas. This said land is butted and bounded in the following manner:-

ON THE NORTH : By Plot No. 120.
ON THE SOUTH : By Plot No. 118.
ON THE WEST : By Plot No. 105 & 106.
ON THE EAST : By 30' feet wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The said Unit)

ALL THAT the said Flat No. on the floor , portion measuring Sq. ft. Carpet area more or less having Super Built up area of Sq. Ft. more or less and proportionate share of stair case along with undivided undemarcated, un partitioned proportioned impartible share of land consisting of three bed rooms, one living cum dinning space, two toilets, one W.C., one balcony, one kitchen at Municipal Premises No. 176/14/119, Raipur Road, locally known as P-119, Regent Estate, Police Station – Jadavpur, Kolkata – 700 092, District South 24 Parganas , as mentioned in the FIRST SCHEDULE herein above TOGETHER WITH undivided proportionate leasehold interests in land including common Service Area in the said premises attributable and/or appertaining to the said Flat also together with the right of use of all common parts/portions/amenities in the building and/or the said premises as described in the THIRD SCHEDULE hereunder written. The said FLAT

is shown and/or delineated in the MAP or PLAN annexed hereto and bordered RED thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS)

SECTION - A : (Those which are included in the construction price)

AREA : PART - I

- a) Open and/or covered paths and passages ;
- b) Lobbies and stair cases ; main gate, side entrance ;
- c) Common installations on the roof ;
- d) The ultimate Roof of the new Building.

PART - II

1. WATER AND PLUMBING :
Water reservoirs , water tanks , water pipes (save those inside any Unit) .
2. ELECTRICAL INSTALLATION :
 - a) Wiring and accessories for lighting of common areas.
 - b) Pump and motor.
 - c) Lift, Lift machine , Generator if installed at extra cost.
 - d) Elevator .
3. DRAINS : Drains, sewers, pipes and septic tank.
4. OTHERS : Other common areas and installations and/or equipment as are provided in the new Building for common use and/or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer .

SECTION - B

(Those for which proportionate costs has been paid by the Purchaser/Assignees).

1. Electrical installations relating to meter including service lines for receiving electricity from suppliers.

2. Electrical meter , accessories and wiring for common areas and common purposes.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION - A herein above.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. MAINTENANCE : All costs for maintaining , operating , replacing , repairing, white washing , painting , decorating , re-decorating , re-building , re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new Building.
2. OPERATIONAL : All expenses for running and operating all machinery, equipment and installations comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. 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 employment and benefits.
4. ASSOCIATION : Establishment and at other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
5. INSURANCE : All expenses for insuring the new Building and/or the common areas, inter alia, against earthquake, fire, mob violence, damages , civil commotion etc.
6. FIRE FIGHTING : Costs of installing and operating the fire-fighting equipments and personnel, if any.
7. COMMON UTILITIES : All charges and deposits for supplies of common utilities to the Co-Owners in common.
8. ELECTRICITY : All charges for the electrical energy consumed for the operation of the common machinery and equipment.

9. LITIGATION : All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
10. RATES AND TAXES : Municipal tax, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser/Assignees.
11. RESERVES : Creation of fund for replacement renovation and other periodic expenses.

FIFTH SCHEDULE ABOVE REFERRED TO
(Covenants , Rules And Regulations)

USER OF THE SAID UNIT AND THE COMMON AREAS :

The Assignees soon after the registration of Indenture shall his / her/ their own costs and expenses do the following :

1. Keep the said Unit and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place .
2. Use the said Unit and all the common areas carefully peacefully and quietly and only for the purpose of residence for which it is meant .
3. Use all paths passages and staircases for the purpose of ingress and egress whatsoever .
4. The Assignees shall NOT do the following :
 - (a) Obstruct the Assignor or the Confirming Party and / or the Association in their acts relating to the Common Purposes .
 - (b) Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas .
 - (c) Injure harm or damage the Common Areas or any other Units in the said Building by making any alterations or withdrawing any support or otherwise.
 - (d) Alter any portion ,elevation or colour scheme of the said Building .

- (e) Throw or accumulate or cause to be thrown or accumulated any dust rubbish or other refuse in the Common Areas SAVE at the places indicated therefor.
- (f) Place or cause to be placed any article or object in the Common Areas.
- (g) Use the said Unit, or any part thereof for any purpose other than for residential purpose.
- (h) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said Unit or the Common Areas.
- (i) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the Building and/or the adjoining building or buildings .
- (j) Use or allow the said Unit, or any part thereof to be used for any club, hall, nursing home , hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Association .
- (k) Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit .
- (l) Affix or draw any wire , cable , pipe from to or through any Common Areas or outside walls of the Building or other Units SAVE in the manner indicated by the Association .
- (m) Keep any heavy articles or things which are likely to damage the floors or operate any machine SAVE usual home appliances.
- (n) Affix or change windows or grills other than according to the approved specifications of the Association and on obtaining prior written permission of the Association .
- (o) Change the colour scheme of the windows , grills and the main door of the Said Unit other than according to the specifications of the Association and on obtaining prior written permission of the Association.

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

SIGNED , SEALED AND DELIVERED

By the said ASSIGNOR at Kolkata in the

Presence of :

(ASSIGNOR)

SIGNED , SEALED AND DELIVERED

By the said ASSIGNEES at Kolkata in the

Presence of :

(ASSIGNEES)

SIGNED , SEALED AND DELIVERED

By the said DEVELOPER / CONFIRMING PARTY

at Kolkata in the Presence of :

(DEVELOPER / CONFIRMING PARTY)

MEMO OF CONSIDERATION

Date	A/c. Payee Cheque No.	Drawn on	Amount (Rs.)
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TOTAL: Rs.
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(Rupees Lacs) only.

IN PRESENCE OF :

DRAFTED BY ME :

SUBIR KUMAR DUTTA

Advocate.

Alipore Civil and Criminal Court,

Kolkata - 700 027.