

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of in the year
TWO THOUSAND TWENTY-THREE (2023)

BY AND BETWEEN

ASTORIA HOTEL PRIVATE LIMITED(PAN AACCA5828M) (CIN U55101WB1990PTC048292) a company within the meaning of the Companies Act 1956 having its registered office at 6/3, Sudder Street, Post Office : New Market, Police Station : New Market, Kolkata 700016 **represented by** ***** (PAN : *****), son of ***** , by faith-Hindu, by occupation-Business, residing at ***** being the **Authorized Signatory of its Constituted Attorney Himanga Mercantiles Private Limited** having its registered office at P-829/A, Lake Town, Block – A, Post Office – Lake Town, Police Station – Lake Town, Kolkata – 700089 vide power of attorney dated 15/12/2015 Volume No: 1502-2015, Page No: 49673 to 49701 being Deed No: I-150203540/2015 registered before the D.S.R. - II North 24-Parganas , hereinafter referred to as “the **OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART.**

AND

M/S. HIMANGA MERCANTILES PRIVATE LIMITED (PAN AAACH6340K)(CIN U51909WB1994PTC066866), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at P-829/A, Lake Town, Block – A, Post Office – Lake Town, Police Station – Lake Town, Kolkata – 700089, represented by its Authorized Signatory, ***** (PAN : *****), son of ***** , by faith-Hindu, by occupation-Business, residing at ***** , hereinafter referred to as “the **PROMOTER/DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECONDPART:**

AND

(1) *** (PAN: *****),** son of ***** , by faith- Hindu, by occupation - ***** , by nationality- Indian, residing at ***** ***** “**PURCHASERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their/its heirs legal representative, executors, administrators and assigns) of the **THIRD PART.**

WHEREAS

- A)** Allahabad Bank issued a sale notice dated 16th January, 2011 in the Times of India, Kolkata edition and such Sale notice was with regard to the Loan Account of M/S. Mechano Paper Machines Limited of Commerce House, 2, Ganesh Chandra Avenue, Kolkata – 700013 thereby inviting offers for sale of properties described in such Sale Notice and as described in the First Schedule hereunder written.
- B)** On 21st February, 2011, Allahabad Bank had declared the Astoria Hotel Pvt. Ltd as, the highest bidder and asked it to deposit within 24 hours from the date of opening of bid i.e. on 21.02.2011 the 25% of the total sale consideration of Rs.9,01,00,000/- excluding 10% of the earnest money already deposited and balance 75% was paid on 06.03.2011 and thereafter sale certificate in favour of the Owner was issued by the Authorised office of Allahabad Bank in favour of landowner on 08.03.2011
- C)** By a duly executed deed of District Sub Registrar II, North 24 Parganas and recorded in Book No. I, Volume no. 1502-2016, Pages 26035 to 26071, Being no. 1088 for the year 2016 Allahabad Bank sold transferred and conveyed **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacks 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462 corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, North 24 Parganas, Post Office -Gangbanger, Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality West Bengal unto and in favour of Astoria Hotels Pvt Ltd.
- D)** The Owner/Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises being **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacks 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas ward no 26 of Madhyamgram Municipality as more fully and particularly described in the First Schedule herein under written and has a marketable and bankable title to the said Premises free from all encumbrances, charges, mortgages, liens, lispendens, trusts and attachments.(more fully and particularly described in the **FIRST SCHEDULE** and herein after referred to as the **SAID PREMISES**).

- E)** The Owner/Vendor entered into a **Development Agreement** with the Owners dated 15.12.2015 in respect of the Land measuring about **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462 corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, North 24 Parganas, Post Office -Ganganagar, Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality. West Bengal being Development Agreement dated 15.12.2015 registered with the office of District Sub Registrar II, North 24 Parganas and recorded in Book No. I, Volume no. 1502-2015, Pages 49493 to 49547, Being no. 3535 for the year 2015 and granted a Power of Attorney dated 15.12.2015 registered with the office of District Sub Registrar II, North 24 Parganas and recorded in Book No. I, Volume no. 1502-2015, Pages 49673 to 49701, Being no. 3540 for the year 2015.
- F)** The Developer duly obtained registration under the Real Estate Development and Regulation Act being HIRA/P/NOR/2018/00235.
- G)** That the said Premises is free from all encumbrances, charges, mortgages, liens, lispendens, trusts and attachments of whatsoever and howsoever nature and that the said Premises is in the exclusive possession of the Owner herein and the schedule land has a bankable title.
- H)** For the purpose of construction of the project the Owner duly appointed the Developer herein to build, erect and construct a residential complex known as Bhawani Courtyard on such terms and conditions as contained in the Development Agreement and the complex to be constructed by the Developer herein shall be an extension of other phases of Bhawani Courtyard on the adjacent properties and it is agreed that sharing of amenities and facilities together with electrical, sewerage, water and drainage network, ingress and egress roads, internal pathways and/or driveways, ducts and trenches shall be shared in all phases of Bhawani Courtyard and the Purchasers shall not object to the same individually and /or as a member of the Association upon its formation and/or at any time in the future.

- I) The purchasers(s) has/have taken inspection of the copies of the relevant title deed and the approved plans in respect of the said land and the building proposed to be constructed thereon and is satisfied about the title of the Vendors to the said land, and about the proposed building Scheme of the Developer on the said land.
- J) During the course of construction the Developer offered to sell self contained units at Bhawani Courtyard and the Purchasers herein opted to purchase One Unit after having taken inspection of the copies of the relevant title deed and the approved plans in respect of the said land and the building then proposed to be constructed thereon and is satisfied about the title of the Vendors to the said land, and about the proposed building Scheme of the Developer on the said land.
- K) The purchasers herein expressed their desire to purchase one self-contained residential Flat being **ALL THAT** the Apartment No. ***** with Carpet Area of **** **square feet** approx consisting of *** **Bed Rooms, **** Living cum Dining Room, **** Kitchen, **** Toilets and *** Balcony** (Balcony area *** **square feet** excluded from Carpet Area on the **th **Floor, Block No. **** more or less at the Project known as "**BHAWANI COURTYARD**" constructed upon the demarcated part or portions of the said lands described in the FIRST SCHEDULE above written including the rights of user of the common area in the building and the lands **ALONG WITH** the right to use and enjoy all common space including stair and the designated roof areas, (morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID FLAT**) at and for a total consideration of **Rs.**,**,***/- (Rupees *****)** **only** and accordingly an Agreement for Sale made by and between the Owner/Vendors and the Developer herein and the Purchasers herein which was **registered before the ***** , **** and recorded in Book No.** , Volume No.****-**** , Pages from ***** to ***** Being No.***** for the year 20** on **th ***** , ****.**
- L) The purchasers have inspected a true copy of the said Agreement for developments, Power of Attorney and other documents relating to the title of the said land and sanctioned plan of the plot of land and building and title thereto acquired by the Owner/Vendors and the Developer herein and have fully satisfied herself about the title of land along with common space and facilities and of the right and obligations and of the Purchaser and the rights reserved by the Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows :-

That in pursuance of the said Agreement for Sale and the said total consideration of **Rs.**,**,***/- (Rupees *****)** **only** by the purchasers to the Developer herein at or before the execution of these present (the receipt whereof the vendors and the Owner/Vendors and the Developer herein admit and acknowledge the same and release and discharge the purchasers from the payment of the said amount and every part thereof) and the Owner/Vendors and the Developer herein do hereby grant, convey, transfer and assign and assure unto the purchasers free from being **ALL THAT** the Apartment No. **** with Carpet Area of **** **square feet** approx consisting of *** **Bed Rooms, **** Living cum Dining Room, **** Kitchen, **** Toilets and **** Balcony** (Balcony area *** square feet excluded from Carpet Area) on the ****th Floor, Block No. **** more or less at the Project known as "**BHAWANI COURTYARD**" constructed upon the demarcated part or portions of the said lands described in the FIRST SCHEDULE above written including the rights of user of the common area in the building and the lands **ALONG WITH** the right to use and enjoy all common space including stair and roof described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the **Common Parts and Portions and Amenities** mentioned in **THIRD SCHEDULE** and the Purchasers shall enjoy the rights and easement as are described in the **FOURTH SCHEDULE** written hereunder and the Purchasers shall pay and bear the common expenses as are described in the **FIFTH SCHEDULE** hereunder written **AND THAT** the estate right and interest and other **TOGETHER WITH** all deeds, pattahs and muniments of title exclusively relation to or convey in the said Flat where the Owner/Vendors and the Developer herein have good right and full power and absolute authority to grant, convey, assign and assure the said Flat and simultaneously the Owner/Vendors and the Developer herein hereby granted, transferred or conveyed the said Flat **TOGETHER WITH** proportionate share of the land along with all rights on common space in favour of the Purchasers in which the purchasers shall hold, possess and enjoy the said Flat absolutely and forever with right to transfer the said Flat absolute and forever with right to transfer the said Flat by way of sale, gift, mortgage, lease whatsoever and to receive the rents and profits and thereof without any lawful eviction interruption, claim and demand whatsoever from or be the Owner/Vendors and the Developer herein or any person or persons lawfully or equitably claiming from under or in trust for the vendors absolutely exonerated discharged, saved, harmless and kept indemnified against any person lawfully or from under or in trust for the vendors and the developer and all person having lawfully or equitably claiming any estate or interest in the said Flat or the said land or any part thereof, then the vendors and the developer shall and will from time to time and at all times hereafter at the request and costs of the purchasers do and

execute and all such acts, deeds and things whatsoever necessary by which the purchasers shall be able to use and enjoy the said Flat absolutely and forever in the manner aforesaid. Henceforth the purchasers shall pay proportionate share of rents and taxes of the said land and Flat to the Government of West Bengal Apartment Ownership Act or any other similar Act along with other Flat owners and comply with all terms and conditions specified in various schedule hereunder written.

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

1. The interest which the Owner/Vendors and the Developer herein do hereby declare that they have good right, full and absolute power and authority to grant, sell, convey, transfer, assign and assure their respective interest in the said Flat and undivided proportionate share of the said land, common portions, common parts, paths, passages and other properties and rights, electrical installations and other parts and passage and all other properties and rights in the said land and building hereunder granted conveyed, transferred, assigned and assured unto the Purchasers in the manner aforesaid, it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said Flat and the undivided proportionate share in the said land including the common portions, common parts, easements, rights, electrical installation and other common parts, paths passages, in the said building and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever from of by the vendors or any person or persons claiming through under or in trust for their. The Purchasers may transfer the said flat by any manner at any time without any consent of other flat owners of the schedule land.
2. The said Flat and the undivided proportionate share of the land including the common parts, paths, easements, rights electrical installations and other common parts, paths, passages and all other portions hereby conveyed in the said building are free and discharge from the against all manner of encumbrances, trusts, liens, lispendenses, etc. whatsoever save those expressly mentioned herein.

3. The Owner/Vendors and the Developer herein shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds or thing or thing or more perfectly and the said Flat and the undivided proportionate share of the said land including the common portions and the common parts and the easement rights, electrical installations and other common areas parts and common paths and passages of the said building and every part thereof unto the Purchasers in the manner aforesaid as shall or may reasonably be required.

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

1. The Purchasers shall also likewise pay from the date of the possession of the unit the proportionate share of the consolidated Municipal Taxes which shall be payment from time to time and all other impositions including the betterment fees if any in that behalf which shall be decided between the Purchasers and all Purchasers and / or occupiers of the said multi storied building and no basement shall be allowed in respect of the said undivided unit and the said Flat in common use and enjoyment of the taxes and impositions leviable in respect of both the said land and the building at and comprised in the premises.
2. The Purchasers shall be a member of the Association of the said Ownership Association to be formed consisting of all the Purchasers, owners, occupiers of the flat for the purpose of their management, administration, maintenance and upkeep of the said premises and in particular the common parts of the building and the common portions of the said premises. The cost and expenses for the purpose of formation of the Owners Association shall be borne by the Purchasers and the other Purchasers, owners or occupiers of the other flats of the said premises on proportionate basis.
3. The Purchasers shall duly perform all the rules, articles, regulations of such Owner's Association as may be from time to time adopted and the Purchasers, owners, occupiers of the other flats shall effectively vest management and control of the said premises common portions and the common parts in such owner's association and all other papers, documents required from time in connection with the same in accordance with the relative provisions of law and /

or directions that shall be given by authorities concerning such Owner's Association.

4. The Purchasers shall pay sales tax and building tax and multi storied tax if any when where necessary, which come on their part or portion as proportionate share.
6. The Purchasers shall have proportionate right of the ultimate roof of the said building.
7. The purchasers hereby agrees that the owner/vendor shall have full and absolute right without any interference to develop further and other Phases of Bhawani Courtyard on the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Vendors, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Vendors and the vendors shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Developer and the Occupiers of units at other phases of Bhawani Courtyard shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.
8. For the purpose of construction of the project the Owner duly appointed the Developer herein to build, erect and construct a residential complex known as Bhawani Courtyard on such terms and conditions as contained in the Development Agreement and it was mutually agreed between the Owner and the Developer that inasmuch as there are adjoining lands which the Developer was negotiating for development, (a) the Developer would have perpetual unfettered right of entry and passage from the said premises to the adjoining lands and (b) the Developer shall have the right to obtain sanction of building plans in respect of the adjoining lands by way of modification of sanctioned plans in respect of the said premises and showing the said premises and the adjoining land as conjoint having access from public road and also to utilize the unutilized FAR or area

available for FAR at the said premises in the building to be constructed on the adjoining land and (c) the Developer was also given liberty by the Owner to treat the complex to be constructed by the Developer herein on the adjoining land as an extension or next phase of Bhawani Courtyard on the adjacent properties and to share amenities and facilities together with electrical, sewerage, water and drainage network, ingress and egress roads, internal pathways and/or driveways, ducts and trenches in the building complex at the said premises with the building complex on adjoining lands.

9. The purchasers have inspected a true copy of the said Agreement for developments, Power of Attorney and other documents relating to the title of the said land and sanctioned plan of the plot of land and building and title thereto acquired by the Owner/Vendors and the Developer herein and have fully satisfied herself about the title of land along with common space and facilities and of the right and obligations and of the Purchaser and the rights reserved by the Developer herein. The Developer has also informed the Purchaser of its intent to develop the adjoining lands adjoining to the said premises and subsequently further adjoining lands to the same and the Purchaser upon being so informed doth hereby agree, accept, and accord its express consent to the Developer (a) to develop the adjoining lands from time to time with right to obtain sanction of building plans in respect of the adjoining lands by way of modification of sanctioned plans in respect of the said premises by showing the said premises and the adjoining lands as included from time to time as conjoint having access from public road and also to utilize the unutilized FAR or area available for FAR at the said premises in the building to be constructed on the adjoining lands or any part thereof; and (b) to use and permit all owners and occupiers of the building complexes on the adjoining lands perpetual unfettered right of entry and passage from the said premises to the adjoining lands and to share amenities and facilities together with electrical, sewerage, water and drainage network, ingress and egress roads, internal pathways and/or driveways, ducts and trenches in the building complex at the said premises with the building complex on adjoining lands and (c) to treat the complex to be constructed by the Developer herein on the adjoining lands as extensions or next phases of Bhawani Courtyard.

10. The Purchaser unequivocally accepts and consents to all the rights

and entitlement of the Developer mentioned herein and in the agreement for sale with the Developer and those as are mentioned in clause H and L in recitals above and this consent may be treated as a consent under sub-section (2) of section 14 of the Real Estate (Regulation And Development) Act, 2016. The Purchaser shall not either individually and/or jointly with any other co-owner and/or as member of the Association raise any objection or dispute with regard to the rights and entitlements of the Developer (a) to develop the one or more adjoining lands from time to time with right to obtain sanction of building plans in respect of the adjoining lands by way of modification of sanctioned plans in respect of the said premises by showing the said premises and the adjoining lands as included from time to time as conjoint having access from public road and also to utilize the unutilized FAR or area available for FAR at the said premises in the building to be constructed on the adjoining lands or any part thereof; and (b) to use and permit all owners and occupiers of the building complexes on the adjoining lands perpetual unfettered right of entry and passage from the said premises to the adjoining lands and to share amenities and facilities together with electrical, sewerage, water and drainage network, ingress and egress roads, internal pathways and/or driveways, ducts and trenches in the building complex at the said premises with the building complex on adjoining lands and (c) to treat the complex to be constructed by the Developer herein on the adjoining lands as extensions or next phases of Bhawani Courtyard and the purchasers(s) in any of such events shall not raise any objection in any manner whatsoever and shall cooperate with the Developer and the Developer shall every right to open an access for ingress and egress to the adjacent/adjoining land in future and the Purchasers has no objection in any manner. The Developer and the Occupiers of units at other phases of Bhawani Courtyard shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the Purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.

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

1. Where it refers to the share of the Purchasers in the said land or the common parts such proportionate share shall the same as to the super / covered area of the said Flat be the super / covered of all the units in the said building.
2. The terms co-owners used herein shall according to its context mean all the flats Purchasers who have purchased unit in the said building.
3. The terms common purpose shall mean the purpose of managing and maintaining the said multi storied building and particularly the common portions, collection and disbursement of the common interest of the co-owners relating to their mutual rights and obligations for most beneficial use and enjoyment of their respective units exclusively and the said building in common by the co-owners.
4. The Purchasers shall keep at his own costs and expenses the said Flat and every part thereof and all fixtures and fittings therein or exclusively the flat comprised therein property painted and in good repairs and best clean conditions and as a decent and respectable place for residential purpose
5. Use the said Flat and all common parts and common portions carefully peaceable and quietly and in the manners reasonably indicated herein or in the rules framed by the Owner's Association for the used thereof.
6. Use all paths, passages and stair cases only for the purpose of egress and ingress and for on other purpose whatsoever unless permitted by the Ad-hoc committee or Society or company or Syndicate or Association upon it formation.
7. Use the said unit only for residential purpose and not for any other purpose.
8. While using the said unit or any part thereof common parts or common portions the Purchasers shall not do any following deed and things :-
 - i. Obstruct the Ad-hoc Committee or the Society or Company or Syndicate or Association in its Acts, relating to the common purpose.

- ii. Violate any of the rules and regulations laid down in respect of the used of the said multi storied building.
 - iii. Injure, harm or damage the common parts of the common partitions or any of the other units in the said building making any alterations or withdrawing any support or otherwise.
- E. The Owner's Association shall have the right to enter any other flat in the said building for the purpose of effecting repairs of service, pipe lines and portions of this flat as may reasonably necessary such entry with a weeks advance intimation of such entry to the owners concerned and shall / will allow owner of other flats into their flats under similar circumstances and upon having similar prior notice is given.
- F. **THE PURCHASERS SHALL NOT DO THE following:**
1. Alter any other portion or elevation or outside colour scheme of the said unit of the said building.
 2. Throw or accumulate or cause to be throw or accumulated any dirt, rubbish or other refuse within the said unit on the places indicated thereof.
 3. Place or cause to be placed any article or object into the common parts save as be permitted by the Association / Ad-hoc committee / society / syndicate or company.
 4. Carry on or cause to be carried on by obnoxious, injuriousness, illegal, dangerous, hazardous immoral activities in the said unit or any where also in the said building.
 5. Do or permit to be done which is likely to cause, nuisance or annoyance to the occupiers of the said other unit in the building.
 6. Affix any Sign Board, Name Plate or other thing or other similar articles in any of the common parts of the common portions or outgoing walls of the building save as the place expressly permitted by the committee or the Society or the limited Company or the Syndicate or the Association.
 7. Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit or the common portions.
 8. That the Purchasers shall not obstruct any common area and common passages any way whatsoever and shall not park permanently any four wheeler in the common passage.
 9. Keep any heavy articles or things as are likely to damages the floor or operates any machine save that for usual quiet domestic purpose

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza:Sahara, J.L.No.46, R.S.No.3, Touzi No.146, North24 Parganas, Post Office – Ganganagar, Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality butted and bounded as follows:

ON THE NORTH	:	JESSORE ROAD
ON THE EAST	:	SRIJAN MIDLAND
ON THE SOUTH	:	VACANT LAND
ON THE WEST	:	FACTORY

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

ALL THAT the Apartment No. ***** with Carpet Area of ***** **square feet** approx consisting of ***** **Bed Rooms**, *** **Living cum Dining Room**, ***** **Kitchen**, *** **Toilets** and *** **Balcony** (Balcony, area *** square feet excluded from Carpet Area) on the **th **Floor, Block No.** ** more or less at the Project known as "**BHAWANI COURTYARD**" constructed upon the demarcated part or portions of the said lands described in the **FIRST SCHEDULE** above written including the rights of user of the common area in the building and the lands along with the right to use and enjoy all common space including stair and roof.

PART-II

One *** Car Parking Space *** sq.ft. approx..**

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

PART-I

A. COMMON PARTS and PORTIONS in the BUILDING.

1. Lift in each block
2. Fire Fighting System
3. CCTV surveillance in lobby.
4. Intercom in each flat connected to the main security desk.

PART-II

B. AMENITIES in the COMPLEX.

1. Entry Court
2. Mango Court
3. East Plaza for Morning Ritual
4. Bird House with Feeder
5. Grass Play Court
6. Outdoor Fitness Area
7. Grass walk – jogging loop
8. Cycle Track
9. Party Lawn
10. Temple Court yard
11. Nature Gallery
12. Outdoor Chess
13. Tree Shelter Adda niches
14. Banyan Swing Garden
15. Hopscotch Play
16. Night Garden
17. Swimming Pool with deck
18. Kid's Pool
19. Splash Cascade
20. Yoga Lawn
21. Pool Side Gazebo
22. Pranayam Pavilion
23. Nature Workshop for Children
24. Soft Play Court
25. Indoor Games Room
26. Community Hall

27. Reading Lounge
28. Hobby Room
29. Toddlers Zone
30. Gym
31. Basketball Net
32. Badminton Court
33. Residential Entry Pavilion

SECTION – B

[Common installations in respect whereof only right of user in common shall be granted as Service Area]

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and water from available sources [if any, allowed by the Corporation/Jila Parishad/Panchayat/ Local Authority] appurtenant to the Buildings.
 - a) Pumps and motors.
 - b) Firefighting equipment

THE FOURTH SCHEDULE ABOVE REFERRED TO (Common Expenses)

- a) **Association** : Establishment and all other capital and operational expenses of the Association.
- b) **Common Utilities** : All charges and deposits for supplies of common utilities.
- c) **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.

- d) **Fire Fighting** : Cost of operating the fire-fighting equipments and personnel, if any.
- e) **Insurance** : All expenses for insuring the New Building and/or the Common Portions, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- f) **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portion.
- g) **Maintenance** : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the New Building.
- h) **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Areas.
- i) **Rates and taxes** : Panchayet Tax, Multistoried Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Purchaser(s).
- j) **Reserves:** Creation of fund for replacement, renovation and other periodic expenses.
- k) **Staff** : The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE FIFTH SCHEDULE ABOVE REFERRED

**(Rights, Easements, Quasi-Easements and Appurtenances
Reserved**

For All Owners of Flat)

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

staircase subject to keep the same clean and tidy and unimpeded by any obstruction.

THE SIXTH SCHEDULE ABOVE REFERRED

(Rights, Easements, Quasi-Easements and Appurtenances Reserved by the Developer)

1. Rights easement quasi - easements and privileges appertaining to the said flat/unit shall be excepted and the reserved into the developer/vendors, other co-purchaser and/or other occupiers of the other part or parts of the building.
2. The right of flow in common with the purchaser and enter person or persons for, electricity, water and soil or waste from and to any part (other than the said flat/unit) to the other part on parts of the said building pipes, drains wires, conducts lying or being in under through or over the said flat/unit and as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the said building.
3. The right of protection of other parts or part of the said building by all parts of the said flat/ unit as far as the same can or does normally protect.
4. The right with or without workmen and necessary materials to enter from time to time upon the said flat/unit for the purpose of the rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS that save in cases of emergency the developer/vendor/co-purchasers and other occupiers of other part or parts of the said building shall give to the purchasers a prior forty eight hours' written notice of his their intention for such entry as aforesaid.
5. The Purchaser shall not Obstruct or object to the Developer constructing and/or completing and/or using the said building and/or additional floors in the said building and/or making construction on any part of the said land in any manner whatsoever within the ambit of the said plans notwithstanding any temporary obstruction or inconvenience to the purchaser's enjoyment of the said Flat.
6. Obstruct or object the Developer transferring or granting right to any person in or on the said building and/or additional floors and /or extension of project on additional adjacent land in the said building or any part thereof made within the ambit of the said plans save the said Flat and save

as may be inconsistent within the purchaser's rights hereunder.

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

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

1.

2.

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

1.

2

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

1.

2

Drafted by :-

MEMO OF CONSIDERATION

Rs.,**,***/- (Rupees *****) only** as a full consideration money as per the memo mentioned herein below:

Date	Mode	Bank	Amount

Rs.,**,***/- (Rupees *****) only.**

Witnesses :

- 1.

- 2.

SIGNATURE OF THE DEVELOPER