

DEED OF CONVEYANCE

**THIS DEED OF SALE IS EXECUTED ON THIS....., DAY OF
SEPTEMBER, 2024**

HIVE INFRACON CONSTRUCTION
Shajiyem Wafar
Proprietor

BETWEEN

1) **SMT. MENOKA DUTTA**, (PAN – BNYPD0541B), (AADHAR – 799722345481), wife of Late Dinesh Dutta, by religion – Hinduism, by occupation – Housewife, residing at Purba Para, Kumrakhali, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas West Bengal – 700103 2) **SHRI. SWAPAN DUTTA**, (PAN – CDMPD9014J), (AADHAR No. 992062747162), son of Late Dinesh Dutta, by religion – Hinduism , by occupation – Business , residing at Mahamayatala, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas, West Bengal – 700103 3) **SMT. UMA DUTTA** (PAN – GHSPD9649R), (AADHAR No. – 301337799122), wife of late Umesh Dutta, by religion Hinduism, by occupation – Housewife, residing at Mahamayatala, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas, West Bengal – 700103 4) **SHRI. SUKUMAR DUTTA** (PAN BQPPD6438P), (AADHAR No. – 325464384711) son of Late Umesh Dutta , by religion – Hinduism , by occupation – Business , residing at Mahamayatala, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas, West Bengal – 700103 5) **SMT.MADHU DUTTA**(PAN-BXKPD2778N), (AADHAR No. – 636098710931) wife of Late Prankrishna Dutta , by religion – Hinduism , by occupation – housewife, residing at Mahamayatala, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas, West Bengal – 700103 6) **SHRI. PANKAJ DUTTA** (PAN – EFBPD6381F), (AADHAR No. – 295726698708) son of Late Prankrishna Dutta, by religion – Hinduism, by occupation – Business, residing at Mahamayatala, Rajpur Sonarpur (M), Narendrapur, South 24 Parganas, West Bengal – 700103 (PART – I), and A) **SRI PARIMAL SEN**, (PAN – BXBPS2890H), (AADHAR - 599518933162), son of Late Harinarayan Sen,

by religion – Hinduism, by occupation - Business, residing at Uttar Kumrakhali, Mahamayatala, P.O. - Narendrapur, P.S. - Sonarpur now Narendrapur, Kolkata - 700103, District - 24 Parganas (South), **B) SMT. SIBANI KARMAKER**, (PAN – BVYPK2676J), (AADHAR No. 275191800544), wife of Late Hariday Karmakar, Daughter of Late Harinarayan Sen, by religion – Hinduism , by occupation – Housewife, residing at G-110/B, Baghajatin

Road, Boral, P.O. -Patuli, P.S. - Patuli, Kolkata – 700086, District - 24 Parganas (South), **C) SMT. SHIKHA DAS** (PAN – EZCPD5396D), (AADHAR No. – 954140504369), wife of Gobinda Das, daughter of Late Harinarayan Sen, by religion Hinduism, by occupation – housewife, residing at Tripura Sundari Road, P.O. – Boral, P.S. – Sonarpur now Narendrapur, Kolkata – 700154, District – 24 Parganas (South) (**PART – II**), both hereinafter jointly called and refer to as the **OWNERS/LANDLORDS/FIRST PARTY** (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **FIRSTPART.**

All the above owners are represented by their Constituted Attorney **Mr. RAJYAM GUPTA** (PAN - AJMPG4142Q), (Aadhar No.754442700278), son of Sri. Subhash Chandra Gupta, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at GC-212, Salt Lake, Kolkata-700106, vide Power of Attorney Dated 10.05.2021 being Deed No. 02842 year 2021,

registered at A.D.S.R Garia and vide Power of Attorney Dated 17.03.2021 being Deed No. 01118 year 2021, registered at A.D.S.R Garia respectively.

AND

M/s HIVE INFRACON CONSTRUCTION, (PAN - AJMPG4142Q) proprietorship Firm having its' registered office at 29/1, Block-C, Bangur Avenue, Kolkata-700055, represented by its proprietor namely **Mr. RAJYAM GUPTA**, (PAN - AJMPG4142Q), (Aadhar No.754442700278), son of Sri. Subhash Chandra Gupta, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at GC-212, SALT LAKE , Kolkata700106, hereinafter called the **DEVELOPER / CONFIRMING PARTY/SECOND PARTY** (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **SECONDPART.**

AND

hereinafter called

the intending PURCHASER/VENDEE/THIRD PARTY (which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, successor-in-office, and legal representatives, executors, administrators and assigns) of the **THIRD PART.**

(A) AND WHEREAS Menoka Dutta, Swapan Dutta, Uma Dutta, Sukumar Dutta and Madhu Dutta and Pankaj Dutta jointly being the owner of the undivided all those pieces or parcels of land measuring about 03 Kathas more or less or be the same which is lying and being E/P No. L.O.P. - 8, in C.S.& R.S. Plot No. 551(P) 552(P) and Holding No. 59N of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality ,Ward No. 27, being Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, District South 24 Parganas, as per Revisional settlement records of rights and enjoying every right, title and interest over the said property without interruption, claims and demands whatsoever. .

(A) (1) AND WHEREAS the Govt. of West Bengal with intent to rehabilitate the refugee from East Pakistan (now Bangladesh) acquired land in C.S. & R.S. Plot No. 551(P), 552(P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality , Ward No. 27, being Holding No. 59N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, District South 24 Parganas under the provision of L.D.P. Act 1948/ LA Act I which was previously donated to said SHRI DINESH DUTTA, SHRI UMESH DUTTA and SHRI PRANKRISHNA DUTTA and the said Deed of Gift was executed on 13th December, 1995 by the Governor of west Bengal and registered at Addl. Dist. Sub Registrar at Sonarpur and recorded in Book No. I, Volume No. IV, in Pages 40 to 43, being no. 86 for the year 1995.

(3) AND WHEREAS by virtue of a registered DEED of GIFT relating to the property, said SHRI DINESH DUTTA, SHRI UMESH DUTTA and SHRI PRANKRISHNA DUTTA absolutely seized and possessed of ALL THAT piece

and parcel of land i.e., 1 (One) Cottah each total measuring about 03 (THREE) Cottahs more or less or be the same and lying and situated at E/P No. L.O.P. - 8, in C.S. & R.S. Plot No. 551(P), 552(P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 59N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, District South 24 Parganas and mutated their names in the record of Rajpur - Sonarpur Municipality.

(5) AND WHEREAS DINESH DUTTA son of late Gopal Chandra Dutta died intestate on leaving behind his wife Menoka Dutta, son Swapan Dutta and two married daughter Minati Majumdar and Sankari Banik, now all four abovementioned legal heirs are joint owners of undivided share of Dinesh Dutta and /or land measuring 01 (ONE) Cottah be the same a little more or less lying and situated at E/P No. L.O.P. - 8, in C.S. & R.S. Plot No. 551(P), 552(P) Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality , Ward No. 27, being Holding No. 59 Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, District South 24 Parganas

(6) AND WHEREAS that Minati Majumdar and Sankari Banik being the owner of 2/4th undivided share of land Late Dinesh Dutta, decided to donate their share (i.e 2/4th of 1 Cottah to their own blood related mother Menoka Dutta and brother Swapan Dutta out of love and affection, vide deed no 02838 for the year 2021 dated 10.05.2021.

(8) AND WHEREAS the said Menoka Dutta and Swapan Dutta became the owner of the whole 1 (ONE) Cottah of land which was previously gifted to Shri Dinesh Dutta by the Govt. of West Bengal.

(9) AND WHEREAS UMESH DUTTA son of late Gopal Chandra Dutta died intestate on 18/06/2013 leaving behind his wife Uma Dutta and son Sukumar Dutta as his legal heirs and successors.

(10) AND WHEREAS after the demise of Umesh Dutta his wife Uma Dutta and son Sukumar Dutta became the owners of the land measuring about 1(ONE) Cottah previously gifted to Shri Umesh Dutta by the Govt. of West Bengal

(11) AND WHEREAS PRANKRISHNA DUTTA son of late Gopal Chandra Dutta died intestate on 11/10/2017 leaving behind his wife Madhu Dutta and son Pankaj Dutta as his legal heirs and successors.

(12) AND WHEREAS after the demise of Prankrishna Dutta his wife Madhu Dutta and son Pankaj Dutta became the owners of the land measuring about 1(ONE) Cottah of previously gifted to Shri Umesh Dutta by the Govt. of West Bengal.

(13) AND WHEREAS 1) Menoka Dutta, 2) Swapan Dutta, 3) Uma Dutta, 4) Sukumar Dutta, 5) Madhu Dutta and 6) Pankaj Dutta jointly being the owner of the undivided land measuring about 03 (THREE) Cottahs more or less or be the same and lying and situated at E/P No. L.O.P. - 8, in C.S. & R.S. Plot No. 551(P), 552 (P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 59N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, morefully described in First Schedule “Part – I”.

(B) AND WHEREAS The parties of the Second Part SMT RANIBALA SEN, wife of Late Hari Narayan Sen, was absolutely seized and possessed

and sufficiently entitled to all those pieces or parcels of land hereditaments and premises of a bastu land measuring about 03 Kathas more or less or be the same which is lying and being L.O.P. No. 7, in C.S./R.S. Plot No. 552(Part) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality , Ward No. 27, being Holding No. 58 N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000102 District South 24 Parganas, morefully described in First Schedule “Part - II”.

(B) (1) AND WHEREAS the Govt. of West Bengal with intent of rehabilitate the refugee from East Pakistan now Bangladesh acquired in L.O.P. No. 7, in C.S./R.S. Plot No. 552(Part) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality , Ward No. 27, being Holding No. 58 N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, under the provision of L.D.P. Act 1948/ LA Act I of 1894 which was previously donated to said SMT RANIBALA SEN and the said Deed of Gift was executed on 10th August, 1994 by the Governor of west Bengal and registered at Addl. Dist. Sub Registrar at Sonarpur and recorded in Book No. I, Volume No. IV, in Pages 85 to 88, being no. 247 for the year 1994.

(2) AND WHEREAS by virtue of a registered DEED of GIFT SMT. RANIBALA SEN absolutely seized and possessed of ALL THAT piece and parcel of land measuring about 03 (THREE) Cottahs more or less or be the same and lying and situated at Mouza - Laskarpur L.O.P. No. 7, in C.S./R.S. Plot No. 552(Part) of Mouza – Kumrakhali, J.L. No. 48, Ward No. 27, being Holding No. 58 N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103.

(3) AND WHEREAS thereafter said RANIBALA SEN wife of Harinarayan Sen died intestate on 14/12/2011 leaving behind one son Parimal Sen and two married daughter Shibani Karmakar and Shikha Das as his legal heirs and successors.

(6) AND WHEREAS the parties of the Second Parts Owner namely PARIMAL SEN, SHIBANI KARMAKAR and SHIKHA DAS became the absolute joint owners of ALL THAT piece and parcel of homestead land measuring about 03 (THREE) Cottahs be the same a little more or less lying and situated at L.O.P. No. 7, in C.S./R.S Plot No. 552 (Part) of Mouza — Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 58 N Kumrakhali, Police Station - Sonarpur now Narendrapur, Kolkata-700102 District — South 24-Parganas, morefully described in First Schedule “Part – II”

WHEREAS for security and to get more profit from the abovementioned properties, the Owners/First Parties herein desirous to construct new building upon the said property, but due to lack of experience and stringency of finance were in search of a good, experienced and financially capable Developer who could do the needful construction and allied job on the said property.

WHEREAS the said property is free from all encumbrances, liens, lispendences, charges, mortgages, acquisitions and requisitions whatsoever and the Owners doth hereby unequivocally agrees to indemnified the Developer and all its rights under this agreement including the Developer’s allocation against any claim or demand if hereinafter made by any person or

persons or concern or concerns relating to or concerning the said property and/or any part thereof and thereby causing any impediment on the vendor in complying with this agreement.

WHEREAS relying on the aforesaid representations and believing the same to be true and correct, the Developer/Confirming Party agreed to the proposal of the Owners and the parties herein mutually agreed to jointly develop the said property for which the Owners appointed the Developer herein for undertaking the development and construction of residential and/or commercial and/or commercial for the purposes of sale of such constructed spaces.

WHEREAS 1) Menoka Dutta, 2) Swapan Dutta, 3) Uma Dutta, 4) Sukumar Dutta, 5) Madhu Dutta and 6) Pankaj Dutta Part – I owners entered on 13th May 2021 into an agreement for development with HIVE INFRACON CONSTRUCTION, represented by its proprietor namely Mr. RAJYAM GUPTA developing their land measuring about 03 (THREE) Cottahs more or less or be the same and lying and situated at E/P No. L.O.P. - 8, in C.S. & R.S. Plot No. 551(P), 552 (P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 59N Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, morefully described in First Schedule “Part – I”, for the terms and conditions inter alia (1) the developer would develop the said premises at his on cost (ii) the developer would sell his allocation at his discretion and receive sale proceed thereof in respect of the said developer’s allocation without any concern of the vendors. This development agreement being Deed no. 2841 for the year 2021 was duly

registered before the Office of the Garia A.D.S.R SOUTH 24 Parganas, Book No 1, Volume No. 1629-2021 within pages from 1154485 - 115541

WHEREAS 1) PARIMAL SEN, SHIBANI KARMAKAR and SHIKHA DAS Part – II Owners entered on 26th February, 2021 into an agreement for development with HIVE INFRACON CONSTRUCTION, represented by its proprietor namely Mr. RAJYAM GUPTA developing their land measuring about 03 (THREE) Cottahs be the same a little more or less lying and situated at L.O.P. No. 7, in C.S./R.S Plot No. 552 (Part) of Mouza — Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 58 N Kumrakhali, Police Station - Sonarpur now Narendrapur, Kolkata-700102 Cistrict — South 24-Parganas, morefully described in First Schedule “Part – II”, for the terms and conditions inter alia (1) the developer would develop the said premises at his on cost (ii) the developer would sell his allocation at his discretion and receive sale proceed thereof in respect of the said developer’s allocation without any concern of the vendors. This development agreement being deed no. 01097 for the year 2021 was duly registered before the Office of the D.S.R – V Alipore SOUTH 24 Parganas, Book No. 1, Volume No. 1630 - 2021 within pages from 47090 to 47143..

WHEREAS the developer, in pursuance of the both the Development Agreement obtained building plan bearing no 52/03/27/31 dated 24/06/2022 from Rajpur- Sonarpur Municipality for construction of Ground + 4 storied building and may uprise after the approval of the concerned authority in the said premises.

WHEREAS the Developer/Confirming Party, in pursuance of the development agreement and in accordance with the said plan constructing the same premises.

WHEREAS the purchaser in dire need of residential flat and a garage had approached the Developer/Confirming Party for a flat in the said premises.

WHEREAS the Developer/Confirming Party considering the necessity of the Purchaser had agreed to transfer/sell in favour of the purchaser flat and a garage undivided proportionate share/interest of land in the said premises attributable to the said flat and garage as hereunder from his share of allocation by entering into an agreement for sale.

WHEREAS the purchasers being satisfied with the title of the vendors in respect of the said premises and having perused the development agreement, other documents and after inspection of the relevant papers and documents related thereto, have agreed to purchase the said

(more fully and particularly described in the second schedule hereunder written) which includes all the undivided proportionate share in the common areas attached therewith (more fully and particularly described in the second schedule hereunder written) in the buildings under construction TOGETHER WITH the undivided proportionate share of land attributable thereto in the said premises at the price of **Rs.**

Only for the said flat along with a Garage under the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in consideration of the said total sum of **Rs.**

/- (Rupees) Only which the purchaser, before execution of these presents, paid to the confirming party for the said property (the receipt whereof the confirming party doth hereby and also by separate receipt hereunder written admit and acknowledge to have received the same) the vendors and the confirming party, in concurrence of each other in terms and in compliance of said agreements doth hereby acquit release and discharge forever the said property comprising of the **3rd floor, being Flat No. in measuring about**

(more fully and particularly described in the second schedule hereunder written and shown in the plan/map annexed hereto and bordered thereon with 'RED' verge) which includes undivided proportionate share in the common areas for common use in the said building (more fully and particularly described in the third schedule hereunder written) in the said buildings in the said premises together with the said undivided proportionate share or interest of land attributable thereto appertaining to total land after amalgamation measuring about **06 (THREE) Cottahs** more or less or be the same and lying and situated at E/P No. L.O.P. – 7 and 8, in C.S. & R.S. Plot No. 551(P), 552 (P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 58 Kumrakhali, Police Station – Sonarpur, Kolkata – 700103, and the vendors and the confirming party, doth hereby grant sell, convey, transfer, assign and assure unto the purchaser the said property

TO HAVE AND TO HOLD the said property granted sold conveyed transferred assigned and assured and every part or parts thereof forever, absolutely, and free from all encumbrances whatsoever.

THE VENDORS DOTH HEREBY DECLARE TO THE PURCHASERS as follows:-

I. That the vendors have seized and possessed of and are well and sufficiently entitled to the said undivided proportionate share of land hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition use trust whatsoever. The vendors have good right full power and absolute authority to sell grant convey transfer assign and assure the said undivided share of land with all their estate right title interest property claim and demand whatsoever into or upon the said undivided share unto the purchaser free from all encumbrances trust liens and attachments whatsoever.

II. That the purchasers, shall and will, from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the said property is free and clear and clearly and absolutely exonerated and discharged from or by the vendors or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered by them or any of their predecessors-in-title or any persons rightfully claiming from under or in trust for them.

IV. That the vendors and all persons claiming any right title or interest in the said undivided share of land through from under or in trust for the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser 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 undivided share of land hereby conveyed unto the purchaser which may be reasonably required.

V. That the vendors shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the purchaser as purchaser and as a co-owners hereunder from the other co-owners.

VI. That the vendors shall, time to time and at all-time hereafter upon every reasonable requirements of the purchaser, produce the title deeds, plan and documents in original as referred herein above and supply copy thereof to the purchaser at their cost.

THE CONFIRMING PARTY DOTH HEREBY COVENANT as follows:

I. That the confirming party has 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 property to the purchaser.

II. That the purchaser, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the confirming party or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the confirming party shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser 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 property hereby conveyed unto the purchaser which may be reasonably required.

THE PURCHASER, with the execution of these presents acquire all the rights and entitlements to sell, mortgage, alienate the said property at his discretion.

THE PURCHASER DOTH HEREBY COVENANT as follows:-

1. That the purchasers shall not make the vendors and the confirming party liable for any loss and damage in respect of the said property and/or part thereof after taking possession of the said property.

2. That the purchasers shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.
3. That the purchasers shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said property wholly and common expenses proportionately and all other out goings in connection with the said property wholly and the said new building proportionately.
4. The purchasers do hereby also agreed that if the said developer will construct another residential project on the adjacent plot of land and make the common access between this project and upcoming new project and also make the existing amenities as common for both the project then the purchaser herein will not raise any objection in this regards for any reason whatsoever.
5. That the purchasers will not for any reason whatsoever obstruct the vendors and the confirming party in their transferring their respective allocation in the said building.
6. That the purchasers will use the common space commonly with the other co-owners of the said building.
7. That the purchasers shall bear and pay proportionate share or rates and taxes in respect of the said property from the date of execution of these present or from the date of taking delivery of the said property, whichever is earlier till the said property is separately assessed and/or mutated in the record of the Rajpur-Sonarpur Municipality.

8. That the purchasers shall pay wholly all rents, and impositions in respect of the said property and proportionate in respect of the common portions upon mutation and separate assessment of the said property.

9. That the purchasers shall not any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas which the purchaser will enjoy in common with co-owners.

THE PURCHASERS SHALL REGULARLY AND PUNCTUALLY PAY the proportionate share of the common expenses as hereunder:

1. All costs of maintenance, opening, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, the common portions and the common areas of the said building including the outer walls.

2. Salary of all persons, employed for the common purpose including security personnel, sweeper, plumber, electrician.

3. All charges and deposits for the common utilities to the said building and/or the said premises.

4. Whatsoever taxes payable to the Rajpur-Sonarpur Municipality and/or any other Competent Authority in respect of the said building/premises.

5. Cost of formation and operation of association of the flat owners of the building.

6. Cost of running, maintaining, repairs and replacement of pumps, transformers and other common installations.

7. Cost of running, maintenance, repairs of generator, if separately installed for common use of the flat owners.
8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other taxes, expenses, rates, and other levies, etc. as may be necessary or incidental or liable to be paid by the owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE 1st SCHEDULE (LAND) AS REFERRED TO HEREINABOVE
(Part - I)

ALL THAT being the land measuring about **03 (THREE) Cottahs** more or less or be the same and lying and situated at E/P No. L.O.P. - 8, in C.S. & R.S. Plot No. 551(P), 552 (P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 58, North Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103, morefully described in **Schedule “A Part – I”**, a little or more or less together with undivided proportionate impartible share in the Land underneath along with all easement rights and other common amenities and facilities.

ON THE NORTH	Private Land
ON THE SOUTH	Colony road & L.O.P No. 10
ON THE EAST	Private Land
ON THE WEST	L.O.P No. 1

THE 1st SCHEDULE (LAND) AS REFERRED TO HEREINABOVE

(Part - II)

ALL that land measuring about **03 (THREE) Cottahs** be the same a little more or less lying and situated at L.O.P. No. 7, in C.S./R.S Plot No. 552 (Part) of Mouza — Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being Holding No. 58, North Kumrakhali, Police Station - Sonarpur now Narendrapur, Kolkata-700103 District — South 24-Parganas, morefully described in **Schedule “A Part – II**, a little or more or less together with undivided proportionate impartible share in the Land underneath along with all easement rights and other common amenities and facilities.

ON THE NORTH	25 ft wide Municipal Road
ON THE SOUTH	L.O.P No. 9 Colony Road
ON THE EAST	L.O.P No. 8
ON THE WEST	L.O.P No. 5 & 6

THE 2nd SCHEDULE (FLAT& COVERED GARAGE) AS REFERRED TO
HEREINABOVE
(Description of the Flat& Garage)

ALL THAT the Residential **3rdfloor, being Flat No.**

be the same or a little more

or less, in the building known and named Urban Hive appertaining to E/P No. L.O.P. – 7 and 8, in C.S. & R.S. Plot No. 551(P), 552 (P) of Mouza – Kumrakhali, J.L. No. 48, Rajpur Sonarpur Municipality, Ward No. 27, being

Holding No. 58 Kumrakhali, Police Station – Sonarpur, Kolkata – 7000103,
which includes all the common areas and facilities attached therewith
TOGETHER WITH the undivided proportionate share/interest on the land
attributable to the flat in the said premises. Road Name – N.S Bose road

THE THIRD SCHEDULE AS REFERRED TO HEREINABOVE

(Common areas)

Roof,

R.C.C. Columns,

Overhead water tank,

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Electric installations,

All other reasonable rights attached with the said building or the flat and/or
the premises.

THE FOURTH SCHEDULE AS REFERRED TO HEREINABOVE

(Common expenses which will be borne proportionately)

Expenses for maintaining, repairing, redecorating the building and/or part thereof.

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seal on these presents on the day, month and year first above written.

W I T N E S S E S:

**(1) Menoka Dutta, 2) Swapan Dutta,
3) Uma Dutta, 4) Sukumar Dutta, 5)
Madhu Dutta 6) Pankaj Dutta and 1)
Parimal Sen, 2) Shibani Karmakar 3)
Shikha Das
(through their constituted attorney)**

(VENDORS)

(PURCHASER)

M/sHIVE INFRACONCONSTRUCTION

Proprietor: RAJYAM GUPTA

(DEVELOPER)

MEMO OF RECEIPT

RECEIVED from the within named purchasers the within mentioned sum of Rs.

Only in the following manner:

Date

Bank & Date

Amount

WITNESSES :

1.

HIVE INFRACON CONSTRUCTION
Rajyam Gupta
Proprietor

M/s HIVE INFRACONCONSTRUCTION

Proprietor : RAJYAM GUPTA

(DEVELOPER)