

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this Day of **TWO**
THOUSAND AND TWENTY THREE (2023)

BETWEEN

SMT. RINA SARKAR, (PAN - HTLPS5603G) (AADHAR 5036 3419 2796).. **Daughter of Late Manoranjan Sarkar and W/O Kabirul Islam , by faith-Muslim, by occupation-Housewife, by Nationality-Indian,** (2) SMT TULSI RANI SARKAR (PAN- HTLPS5633A) (AADHAR 6754 3030 9982)., **wife of Late Monoranjan Sarkar, by faith-Hindu, by occupation-Household, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)** (3) SMT BINA SARKAR (PAN- HTLPS5590A) (AADHAR 6060 7509 3227)., **wife of Late Upen Chandra Sarkar, by faith-Hindu, by occupation-Household, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)** (4) SRI DILIP SARKAR (PAN- BBJPS6461E), (AADHAR 9882 8136 2049).**son of Late Upen Chandra Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)** (5) MISS. SANTA SARKAR (PAN- DVZPS4156L) (AADHAR 7985 1817 7798)., **daughter of Late Upen Chandra Sarkar, by faith-Hindu, by occupation-Household work, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)** (6) SMT SONA GHOSH (PAN- BKYPG0573K) (AADHAR 6621 7581 0249)., **wife of Late Alope Ghosh, by faith-Hindu, by occupation-Housewife, by Nationality-Indian, residing at Manikpur Milonpark, Italgachha, Dum Dum, Kolkata-700079,** (7) SMT RUPA DAS (PAN- CVKPD2780D) (AADHAR 7051 8638 8400)., **wife of Bijoy Das, by faith-Hindu, by occupation-Housewife, by Nationality-Indian residing at B-22 Sarkar Villa Malancha Residential Area Rajbari Colony, Dum Dum (M), Rajbari Colony, Kolkata-700081** (8) SRI PRADIP SARKAR (PAN- APKPS0619A) (AADHAR 7674 5604 2230)., **son of Late Premananda Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian residing at B-22 Sarkar Villa Malancha Residential Area Rajbari Colony, Dum Dum (M), Rajbari Colony, Kolkata-700081,** (9) SRI ASHIM SARKAR (PAN-CCCPS6424C) (AADHAR 5127 1045

5289)., son of Late Premananda Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)

(10) SRI SURAJIT SARKAR (PAN- EJDPS5350D) (AADHAR 4811 4996 7693), son of Late Premananda Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian, residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)

(11) SMT SANDHYA BISWAS (PAN-CUCPB1855J) (AADHAR 9439 4206 4312)., wife of Manindranath Biswas, by faith-Hindu, by occupation-Housewife, by Nationality-Indian residing at Sububhpur, Subuddir, Nadia, Nadia (W.B)-741257

(12) SMT NAMITA RAY (PAN-BHMPr7342J) (AADHAR 3947 0191 1188)., wife of Late Tarak Ray, by faith-Hindu, by occupation-Housewife, by Nationality-Indian residing at 265, Motilal Colony School Para, Sultanpur Road, Dum Dum, Kolkata-700081

(13) MISS. SABITA SARKAR (PAN-DVZPS4158E) (AADHAR 6306 7735 9349)., daughter Late Premananda Sarkar, by faith-Hindu, by occupation-Household Work, by Nationality-Indian, all are residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North) ,

(14) SRI GOBINDA SARKAR (PAN-GCKPS1772M) (AADHAR 6407 0879 7208)., son of Late Premananda Sarkar, by faith-Hindu, by occupation-Service, by Nationality-Indian residing at 2, Motilal Colony, Police Station-DumDum, P.O. Rajbari Colony, Kolkata – 700081,Dist. 24 Paraganas (North)

(15) SRI SUBHA PRASAD SENGUPTA Son of late Sakti Prasad Sengupta, having Income Tax Permanent Account No. (PAN) "AIHPS0788E" (AADHAR 8249 2761 4619)., by Faith - Hindu, by Occupation - Service, residing at 2, Motilal Colony,p.o. – Rajbari Colony, P.S. - Airport ,Kolkata- 700 081, Indian Citizen,

(16) SRI TARUN KUMAR CHATTERJEE, (PAN-AQNPC3086H) (AADHAR 661643735284) Son of late Dr. Narendra Nath Chatterjee, by faith –Hindu, by Occupation-Business, residing at 2, Motilal Colony, Police Station and Post Office -Dum Dum, Kolkata- 700081 are all represented by SMT. JAYATHEE ROY (PAN: ACXPR9705L) (AADHAR 5220 0548 5454).,

wife of Sri Indrajit Roy, by Nationality: Indian, by Faith – Hindu, by Occupation: Business, residing at 50, Goraksha Basi Road, Police Station : Dum Dum, Kolkata- 700 028, District North 24- Parganas, duly executed a Power of Attorney dated 19/6/2017 as the director of the Developer, Aatreyee Nirman (P) Ltd. registered with the office of District Sub Registrar- I, 24 Parganas North and recorded in Book no, I, Volume no. 1501-2017 pages 83053 to 83073 Being no. 150104280 for the year 2017 and , Power of Attorney registered before the Additional registrar of Assurances – III, Kolkata and recorded in Book no, IV, Volume no. 1903-2016 pages 144045 to 144065 Being no. 190306058 for the year 2016 and hereinafter referred to and called as the "OWNERS" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the FIRST PART

AND

AATREYEE NIRMAN PRIVATE LIMITED (PAN-AAHCA1189Q) a Company duly registered under the provisions of the Companies Act, 1956, having its registered office situated at 9/12 Lal Bazar Street, Mercantile Building, Block – C, 3rd Floor, Police Station : Hare Street, Post Office : Lalbazar, Kolkata -700 001, duly represented by its CEO MRS. JAYATHEE ROY (PAN: ACXPR9705L) (AADHAR 5220 0548 5454)., wife of Sri Indrajit Roy, by Nationality: Indian, by Faith – Hindu, by Occupation: Business, residing at 50, Goraksha Basi Road, Police Station : Dum Dum, Kolkata- 700 028, District North 24- Parganas, hereinafter referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the SECOND PART.

AND

1.MRS..... (PAN:) (ADHAAR.....) son of
.....2. (PAN:.....)

(ADHAAR.....) Wife/Son of, both by faith-
....., by Occupation-....., both residing at.....,Post Office-
..... , Police Station-..... , West Bengal, Pin-.....,hereinafter called and
referred to as the 'PURCHASER/ALLOTTEE' (which term and expression shall unless
excluded by or repugnant to the subject or context be deemed to mean and include
his/her/its/their heirs, executors, administrators, successors, successors-in-interests,
represent **SECOND PART.**

WHEREAS:-

- A.** The Owners herein are the joint owners of the schedule property and are in joint occupation and possession thereof in the following manner
- B.** Whereas One Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonecha Bibi, were the joint owners of a piece and parcel of land lying and situated at Mouza Sultanpur , comprised with Khatian no. 220 and Dag no.2552.
- C.** And whereas said Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonechha Bibi sold transferred and conveyed a part of land admeasuring 2 Cottahs and 11½ Chittacks unto and in favour of Kumada Sundari Sarkar by Sale Deed dated 05.12.1955 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 124, Pages no. 274 to 276, Being no. 9290 for the year 1955.
- D.** And whereas one Habibur Rahaman was the owner of all that piece and parcel of land.
- E.** And whereas said Habibur Rahaman sold transferred and conveyed a part of land admeasuring 3 Cottahs and 8 Chittacks comprised with Dag no. 2547, unto and in favour of Kumada Sundari Sarkar by a Sale Deed dated 25.03.1955 and the same was duly registered with the office of the District Registrar at Alipore and

recorded in Book no. I, Volume no. 44, Pages no. 213 to 215, being no. 3096 for the year 1955.

- F.** And whereas said Sk. Maharam Ali, Sk. Kader Ali, Masamat Hakimanechha Bibi, Mosamat Jiyatonechha Bibi, Ekimonechha Bibi sold, transferred and conveyed a part of land admeasuring 1 Cottah and 12 Chittacks comprised with Dag no. 2552, unto and in favour of Kumuda Sundari Dasi by a Sale Deed dated 21.02.1958 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 22, Pages 298 to 300, Being no. 1978 for the year 1958.
- G.** And whereas said Maharam Ali died as bachelor leaving behind Sk. Kader Ali, Jiyatonechha Bibi, as his legal heirs and successor and thus Sk. Kader Ali, Jiyatonechha Bibi, became the joint owner of respective share of land legal by Maharam Ali by way of inheritance.
- H.** And whereas said Sk. Kader Ali, Jiyatonechha Bibi sold transferred and conveyed a part of land admeasuring 3 Satak comprised with Dag no. 2551, unto and in favour of Premananda Sarkar by a Sale Deed dated 07.10.1982 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 366, Pages no. 185 to 192, being no. 9525 for the year 1982.
- I.** And whereas said Sk. Kader Ali, Jiyatonechha Bibi sold transferred and conveyed a part of land admeasuring 3 Satak comprised with Dag No 2551, unto and in favour of Tulsi Rani Sarkar by a Sale Deed dated 07.10.1982 and the same was duly registered with the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book no. I, Volume no. 366, Pages no. 185 to 192, Being no. 9526 for the year 1982.

- J.** And whereas said Kumuda Sundari Dasi died intestate on 08.07.1993 leaving behind her three Sons namely Manoranjan Sarkar, Premananda Sarkar and Upen Chandra sarkar as her legal heirs and successors.
- K.** And Whereas it is necessary to note that Tarini Charan sarkar, the husband of Kumuda Sundari Dasi already died before the death of Kumuda Sundari Dassi.
- L.** And whereas said Manoranjan sarkar died intestate leaving behind him his wife Tulsi Rani Sarkar and only daughter namely Rina Sarkar as his legal heirs and successors.
- M.** And whereas said Premananda Sarkar died on 11.09.1990 intestate leaving behind his son and daughter namely Pradip Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, as his legal heirs and successor and thus Pradip Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, became the joint owner of said land by way of inheritance.
- N.** And whereas said Upen Chandra Sarkar died intestate on 22.12.1981 leaving behind him his wife Bina Sarkar ,Son Dilip Sarkar and three daughters namely Sona Ghosh, Santa Sarkar and Rupa Das as his legal heirs and successors
- O.** And whereas said Tulsi Rani Sarkar, Rina Sarkar , Pradip Sarkar, Gobinda Sarkar, Asim Sarkar, Surajit Sarkar, Namita Roy, Sandhya Biswas, Sabita Sarkar, Bina Sarkar, Dilip Sarkar , Sona Ghosh , Santa Sarkar and Rupa Das became the joint owners of said land by way of inheritance and purchase .
- P.** AND WHEREAS one Sk. Moharam Ali was the sole and absolute owner of all that piece and parcel of land admeasuring an area of 3 cottahs comprised with comprised with Mouza Sultanpur , Dag no. 2547 , Katian No. 402 ,Touzi No. 173, Dist . north 24 Paraganas.

- Q.** AND WHEREAS said Sk. Moharam Ali sold ,transferred and conveyed said land by way of sale deed dated 13.05.1953 unto and infavour of Nilima Sengupta duly registred with the office of sub-registarar Cossipore Dum Dum and recorded in Book no. I, Volume No. 3, Pages 195- 197 being no. 2956 for the year 1953 ,thus said Nilima Sengupta became the owner of said land.
- R.** AND WHEREAS said Nilima Sengupta sold, transferred and conveyed said land by way of Deed of sale dated 27.6.1975 unto and infavour of Shakti Prasad sengupta duly registered with the office of Sub-Registrar at Cossipore Dum Dum and recorded in Book no.I, Volume No.110, Pages 72-74, Being no. 6266 for the year 1975 and thus said Shakti Prasad Sengupta became the absolute owner of said land along with an area 2 cottahs 6 Chittaks 15 sq.ft. as Private Passage.
- S.** AND WHEREAS said Shakti Prasad Sengupta constructed a G+ one building on the said land total admeasuring 5 cottahs 6 chittaks 15 sq.ft.
- T.** AND WHEREAS said Shakti Prasad Sengupta died intestate leaving behind him his widow Nibedita Sengupta, two daughter Kakali Mitra , Sangita Dasgupta and only Son Subho Prasad Sengupta as his legal heirs and successors .
- U.** AND WHEREAS said Nibedita Sengupta, Kakali Mitra , Sangita Dasgupta gifted and transferred said property by the registered Deed of Gift dated 4.06.2014 unto and infavour of Son Subho Prasad Sengupta duly registered with the office of ADSR Cossipore Dum Dum and recorded in Book no. I, Being no. 5739 of the year 2014, and thus Subho Prasad Sengupta became the absolute owner of said properties.
- V.** AND WHEREAS Tarun Chatterjee one of the Landowners abovenamed is the owner of ALL THAT piece and parcel of Land measuring 6 (six) decimals a little more or less out of 12 decimals situate, lying at and being part of C. S. & R. S. Dag No. 2551 appertaining to C. S. & R. S. Khatian No. 402, i. L. No. 10, RS No. 148, Touzi No. 173, Mouza : SULTANPUR, within Ward No. 4 of Dum Dum

Municipality, Police Station : Dum Dum, District : North 24 Parganas, Kolkata —
700081

- W.** The Developer obtained a sanctioned plan from the Dum Dum Municipality **bearing plan No.116** dated 16.08.2021 and commenced the construction of a Project Namely "**RUPARDARSHINI-C**".
- A.** During the course of construction the developer out of its allocation, intended to sell and the Purchasers herein, intended to purchase **ALL THAT** one Self Contained Residential Flat being **Flat No** **Carpet measuring****square Feet more or less area on the****Floor****more or less on the Ground floor** of the multi storied building out of the Developers' Allocation at the multistoried building namely "**RUPADARSHINI BLOCK-C**" along with undivided proportionate share in land Beneath the said Building along with other common facilities more fully and particularly described in the **SECOND SCHEDULE** written hereunder and the parties entered into an **Agreement for Sale dated.....**
- B.** The said Flat is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in his favour in respect of **ALL THAT** one Self Contained Residential Flat being **Flat No****measuring about** **Square Feet more or less including Carpet****of** the multi storied building out of the Developers' Allocation at the multistoried building namely "**RUPADARSHINI BLOCK-C**" at and for the agreed consideration of **Rs...../-(Rupees.....) only.**
- C.** The Owner and the Developer herein have specifically represented to the Purchaser that the said flat is free of encumbrances, charges, liens, lispends, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner and the Developer has full right, title and interest in the Said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owner and the Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner and the Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the Said Flat and that notwithstanding

anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchaser herein the Said Flat and his right, title and interest in the said property and that the Owner and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchaser herein may be rendered illegal and/or unauthorized for any reason or on any account .

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:- In consideration of the sum of Rs...../-(Rupees) **only paid by the Purchaser herein to the Developer** (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) **the Owner and/or Developer** doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat purchase **ALL THAT** one Self Contained Residential Flat being **Flat No** **Measuring Carpet about** **Square Feet more or less.....sq.ft. more or less on the Ground floor** of the multi storied building out of the Developers' Allocation at the multistoried building namely "**RUPADARSHINI BLOCK-C**" along with undivided proportionate share in land Beneath the said Building along with other common facilities (more fully and particularly described in the **SECOND SCHEDULE** lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written TOGETHER WITH other common facilities and amenities and the right in common over the common areas and spaces around the building TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges , easements , profits, advantages , rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchaser shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including

undivided proportionate interest in land) and in Common Parts & Portions of the Building as described in the THIRD SCHEDULE for the use occupation and enjoyment of the said flat as detailed hereunder written and/or described and the Purchaser shall enjoy the Common Easements as are described in the FOURTH SCHEDULE hereunder written and the Purchaser shall bear the Common expenses as detailed in the FIFTH SCHEDULE hereunder written and /or described.

A) Purchasers agrees and covenants:

- i)** TO OBSERVE the rules framed from time to time by the DEVELOPER for quiet and peaceful enjoyment of the Building as a decent place for living.
- ii)** The purchasers hereby agrees that the Developer shall have full and absolute right without any interference to develop further and other Phases of RUPADARSHINI BLOCK-C and /or any other project of the developer 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 developer 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 developer, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Developer and the developer 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 /or any other project of the developer and the Occupiers of units at other phases of other Phases of RUPADARSHINI BLOCK-C 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 and in any event the Developer shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.
- iii)** TO ALLOW the DEVELOPER with or without workmen to enter into the said FLAT for the purpose of maintenance and repairs.
- iv)** All raw materials have been procured by the Developer by external sources and after the possession of the said flat have been delivered to and taken

by the Purchasers from the Vendor/Developer in terms of the Agreement, the Purchasers shall not be entitled to raise any objection for any items of work, quality or work or materials used or to be used for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendor/Developer in respect thereof on any ground whatsoever and waives the right to raise any such claim and under all circumstances the liability of the Developer shall be limited to carrying out repairs and the purchaser shall not claim any compensation whatsoever. The Purchasers will enjoy all common facilities mentioned in the Agreement.

- v)** TO PAY and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building in and/or common parts/areas and wholly for the said FLAT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the DEVELOPER. Such amount shall be deemed to be due and payable on and from the DATE OF POSSESSION irrespective of the Purchaser taking actual possession of the said FLAT at a later date or the said FLAT has been taken possession of or not by the Purchaser.
- vi)** TO PAY charges for electricity in or relating to the said FLAT wholly and proportionately relating to the COMMON PORTIONS.
- vii)** TO PAY maintenance charges, both Fixed and Variable Charges, regularly as indicated in the FIFTH SCHEDULE below, on the basis of the bills as raised by the DEVELOPER, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchaser further accept and confirm that on default of payment of maintenance charges by the Purchaser , the DEVELOPER shall have the right to disconnect the water connection to the said FLAT.
- viii)** NOT TO sub-divide the said FLAT and/or the parking space or any portion thereof.
- ix)** NOT TO do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser enjoyment of the said FLAT.

- x)** NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- xi)** NOT TO store or bring and allow to be stored and brought in the said FLAT any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xii)** NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xiii)** NOT TO do or cause anything to be done in or around the said FLAT which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said FLAT or adjacent to the said FLAT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** NOT TO damage or demolish or cause to be damaged or demolished the said FLAT or any part thereof or the fittings and fixtures affixed thereto.
- xv)** NOT TO make in the said FLAT any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.
- xvi)** NOT TO use the said FLAT or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose.
- xvii)** NOT TO claim any right whatsoever over and in respect of the COMMON PARTS AND PORTIONS .
- xviii)** TO ABIDE by the building rules and regulations.
- xix)** NOT TO claim partition of its undivided right, title and interest in the land

attributable to the said FLAT.

THE FIRST SCHEDULE

LAND

PART I (TOTAL LAND AREA)

ALL THAT piece or parcel of a plot of land being 19 cottahs 6 Chittaks 9 sq.ft be the same a little more or less, lying and situated at Premises and Street No 84/2 Motilal Colony, R.S. Dag Nos. 2550, 2551, 2552, 2547 and 2549, under C.S. & R.S. Khatian Nos. 503, 402 at Mouza- Sultanpur, Police Station- Dumdum, Holding No.76/1 Motilal Colony, **Kolkata-700081, within the limits of Dumdum Municipality, Additional District- Sub Registration Office- Cossipore Dumdum and according to the Settlement Records of Rights finally published the plot is comprised at Pargana-Kalikata, J.L. No.10, R.S. No.148, Touzi No.173 in the District of 24 Parganas (North), Ward no.4**

THE SECOND SCHEDULE

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of the FLAT AND/OR UNIT no. on the Floor of the building, in 'Project 'RUPADARSHINI BLOCK-C' containing by Rooms, Dinning cum Living, Toilets, Kitchen and Deck estimation an area of Sq. ft (Carpet Area) be the same a little more or less of the said building and One Covered Common Car Parking containing by estimation an area ofsq. ft. (Super built – up) be the same a little more or less TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said Block/Building appurtenant thereto AND TOGETHER WITH the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts & Portions)

The Owner along with other Co-owner, occupiers, society or association or company shall allow each other the following easement and quasi easement right, privileges, etc.

1. The foundations, columns, beams, supports, grinders, entrance and exists, sky streets, corridors, stair, staircase of the building, boundary wall and main gate, staircase and staircase landing.
2. Lift machine room and lift well of the said building.
3. Common passage and common areas.
4. Water pumps, overhead water tank and underground water reservoirs, water pumps and other common plumbing installations, pump room and ventilation ducts.
5. Electrical (conceal type) wiring, motors, fittings fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular flat).
6. Such other common parts/areas equipments, installations, fixtures, fittings, covered and occupy of the flats and are assessments of necessary of the building.
7. The purchaser will use the ultimate roof of the said building commonly with other co-owner of the said building.
8. A.C. Community Hall.
9. A.C. Gym.
10. Temple.
11. Intercom with Security System.
12. Water De ionization system.
13. 24 Hrs Power Back up.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Easement)

The Co-Owners shall allow each other, the Vendors, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right common passage, uses and movement in all the Common areas.
- ii) The right of passage of utilities, including connection for telephones, pipes, cables, etc. through each and every part of the said building, including the said unit.
- iii) Right of support, shelter and protection of each portion of the said building by other and/or others thereof.
- iv) The absolute unfettered and unencumbered right over the Common Areas SUBJECT TO the terms and conditions herein contained.
- v) Such right, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said unit and the rights and properties appurtenant thereto.
- vi) The right, with or without workmen and necessary materials, to enter upon the Building, including the said Unit or any other Unit, if any, for the purposes of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 hours previous notice in writing to the Co-Purchasers affected thereby.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses Proportionate)

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery

and equipment.

5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.

6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.

7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.

8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.

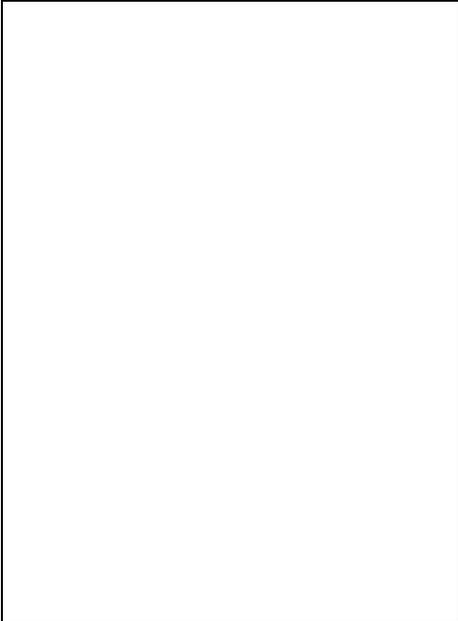
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

WITNESSES:

2. Name



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PURCHASER

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned **Rs...../-(Rupees)** **only** way of total consideration money as per Memo below :-

Cheque Date	Cash/ Cheque No.	Bank & Branch Name	Amount (in Rs)
TDS			Rs.
TOTAL			Rs.

Rs.....

WITNESSES:

- 1.
- 2.

DEVELOPER