

B. Rai Dharendra Nath Chaudhury died intestate in the year 1944 leaving behind his son Rai Biswendra Nath Chaudhury and his wife Smt. Kamala Bala Chaudhuri who inherited inter alia the said property at 3, Rai Mathura Nath Chaudhury Street, Calcutta – 700 036.

C. Said Kamala Bala Chaudhuri died intestate on 02/05/1972 leaving behind surviving her son Rai Biswendra Nath Chaudhury and daughter Smt. Gauri Basu as her legal heirs to inherit the said property in different ratio.

D. By virtue of an indenture dated 23/02/1990, registered in the office of Registrar of Assurances, Calcutta in Book No.I, Volume No.74, Page 102 to 111, Being No.2403 for the year 1990, said Rai Biswendra Nath Chaudhury and Smt. Gauri Basu sold and conveyed the north-western portion of the said Premises No.3, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 3 (three) Cottahs 15 (fifteen) Chittaks 19 (nineteen) sq. ft. more or less land with structure thereon, lying and situate in Mouza Baranagar, J.L. No.5, Touzi No.1068/2833, C.S. Dag No.6222(P) under R.S. Khatian Nos.9432 & 9049 to Dr. Anjali Sinha and Dr. Prajes Kumar Sinha for valuable consideration mentioned therein.

E. By virtue of an indenture dated 13/08/1993, registered in the office of Registrar of Assurances, Calcutta in Book No.I, Volume No.271, Page 188 to 201, Being No.11444 for the year 1993, said Rai Biswendra Nath Chaudhury and Smt. Gauri Basu sold and conveyed the northern portion of the said Premises No.3, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 3 (three) Cottahs 15 (fifteen) Chittaks 9 (nine) sq. ft. more or less land with structure thereon, lying and situate in Mouza Baranagar, J.L. No.5, Touzi No.1068/2833, C.S. Dag No.6221(P) under R.S. Khatian Nos.9428 & 9045 to Dr. Anjali Sinha and Dr. Prajes Kumar Sinha for valuable consideration mentioned therein.

F. By virtue of an indenture dated 16/10/1998, registered in the office of A.D.S.R. Cossipore Dum Dum in Book No.I, Volume No.12(A), Page 11 to 18, Being No.5460 for the year 1998, said Rai Biswendra Nath Chaudhury and Smt. Gauri Basu sold and conveyed a portion of the said Premises No.3, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 1 (one) Cottah 12 (twelve) Chittaks more or less land with structure thereon, lying and situate in Mouza Baranagar, J.L. No.5, Touzi No.1068/2833, C.S. Dag No.6221(P) under R.S. Khatian Nos.9428 & 9045 to Dr. Anjali Sinha and Dr. Prajes Kumar Sinha for valuable consideration mentioned therein.

G. By virtue of an indenture dated 18/02/2000, registered in the office of A.D.S.R. Cossipore Dum Dum in Book No.I, Volume No.24, Page 217 to 224, Being No.946 for the year 2000, said Rai Biswendra Nath Chaudhury and Smt. Gauri Basu sold and conveyed a portion of the said Premises No.3, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 1 (one) Cottah more or less land with structure thereon, lying and situate in Mouza Baranagar, J.L. No.5, Touzi No.1068/2833, C.S. Dag No.6221 & 6222(P) under R.S. Khatian Nos. 9432, 9433, 9049, 9050, 9428 & 9045, to Dr. Anjali Sinha and Dr. Prajes Kumar Sinha for valuable consideration mentioned therein.

H. After the above purchases said Dr. Anjali Sinha and Dr. Prajes Kumar Sinha got the above plots mutated in their names in the records of Baranagar Municipality and thereafter for their conveniences amalgamated the first three plots viz. the plot measuring 3 (three) Cottahs 15 (fifteen) Chittaks 19 (nineteen) sq. ft. more or less, 3 (three) Cottahs 15 (fifteen) Chittaks 9

(nine) sq. ft. more or less and 1 (one) Cottah 12 (twelve) Chittaks more or less, into a single plot of land and holding, measuring in all 9 (nine) Cottahs 10 (ten) Chittaks 28 (twenty eight) sq. ft. more or less with building standing thereon and it was then independently recorded and assessed as Premises No.3/A, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036. The other plot of land measuring 1 (one) Cottah more or less was set apart and separately recorded and assessed as Premises No.3/C, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036.

I. Thereafter again said Dr. Anjali Sinha and Dr. Prajes Kumar Sinha applied for amalgamation of Premises No.3/A, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 9 (nine) Cottahs 10 (ten) Chittaks 28 (twenty eight) sq. ft. more or less and Premises No.3/C, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring 1 (one) Cottah more or less. Eventually Baranagar Municipality amalgamated the said two premises / plots into a single plot of land as Premises No.3/A, Rai Mathura Nath Chaudhury Street, P.O. & Police Station Baranagar, Kolkata - 700 036, measuring in all 10 (ten) Cottahs 10 (ten) Chittaks 28 (twenty eight) sq. ft. more or less and they are now jointly seized and possessed of or otherwise well and sufficiently entitled to the same as lawful owners thereof.

J. In order to make proper use of the said premises / property the said Owners got a building plan of the said property sanctioned from the Baranagar Municipality at the instance of the Promoter / Developer, vide Issue No PWBS/342/34 dated 23/03/2021 and thereafter entered into a Development Agreement on 17/11/2021 with the Developer herein under terms and conditions mentioned therein. The said Development Agreement was duly registered in the office of the A.D.S.R. Cossipore Dum Dum in Book No.I, Volume No.1506-2021, Page from 518247 to 518279, Being No.12235 for the year 2021. In order to carry out the said project properly, the Land Owners also executed a registered Development Power of Attorney in favour the Promoter / Developer on 17/11/2021, which was registered in the office of the A.D.S.R. Cossipore Dum Dum in Book No.I, Volume No.1506-2021, Page from 518532 to 518555, Being No.12261 for the year 2021empowering the Developer to construct the proposed building in the Said Premises as per the building plan sanctioned by the Baranagar Municipality.

AND WHEREAS by virtue of and under the terms and conditions of the said Development Agreement and Development Power of Attorney the Promoter / Developer undertook construction of the said proposed two Blocks of Building (Block - A and Block - B) consisting of several self contained flats, units, garages and spaces at the Said Premises and made publicity to sell the units and spaces comprised in the Promoter / Developer's allocation.

AND WHEREAS the Purchaser with the intention to purchase one self contained flat and a covered car parking space contacted the Promoter / Developer and the Promoter / Developer made an offer to the Purchaser herein to sell the self contained independent side Flat comprised in the Promoter's allocation being Flat No. '.....', on the floor of the said building measuring sq. ft. more or less including super built up area AND a Car Parking Space in the Ground floor car parking lot of the said Premises, bearing No....., measuring sq. ft. more or less including super built up area against a total consideration of Rs...../- (Rupees only and the Purchaser herein has accepted the said offer i.e. to purchase the aforesaid Flat and Car Parking Space, collectively called as the 'Said Unit' against the

aforesaid total consideration and accordingly the parties hereto entered into an Agreement for Sale to that effect on

AND WHEREAS thereafter the Promoter / Developer completed construction of the building and the said Unit and the Purchaser requested the Promoter to get the deed of conveyance of the Said Unit registered as per the prevailing rules and deliver the possession thereof.

AND WHEREAS in terms of the said Agreement for Sale the Promoter / Developer has agreed to sell and the Purchaser has agreed to purchase forever and absolutely ALL THAT the self contained independent side Flat bearing No.‘.....’ on the floor of the said building / Premises measuringsquare feet more or less including super built up area AND a Car Parking Space in the Ground floor car parking lot of the said Premises, bearing No....., measuring sq. ft. more or less including super built up area, hereinafter collectively called the ‘Said Unit’, fully described in the Second Schedule hereunder written Together with the undivided proportionate impartible share and interest in the land comprising the Said Premises upon which the same have been built as has been described in the First Schedule hereunder written along with undivided proportionate share or interest in all the common areas and common facilities as fully described in the Third Schedule hereunder written free from all sorts of encumbrances against a total consolidated consideration of Rs...../- (Rupees) only.

AND WHEREAS the Purchaser has taken inspection of the sanctioned building plan in respect of the said building and all other papers and documents on title to the Said Property and has also made all necessary and relevant investigations, enquiries and searches as to the title thereof and has satisfied himself / herself and accepted the title of the Owners / Vendors in respect of the Said Property and the right and authority of the Promoter / Developer in the said building as well as in the said units and declare not to question the same and / or put any requisition henceforth with regard thereto..

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid agreement and in total consideration of the said consolidated sum of Rs...../- (Rupees) only the lawful money of the Union of India paid by the Purchaser to the Promoter / Developer herein on or before the execution of these presents (the receipt whereof the Promoter doth hereby as also by the memo hereunder written admit and acknowledge the payment of the said sum and every part thereof, the Vendor and the Promoter / Developer do hereby release, discharge and acquit the Purchaser from the said amount and every part thereof as also the Said Unit i.e. the Flat and the Car Parking Space hereby sold and transferred) the Vendors do hereby absolutely and indefeasibly grant, sell, convey, transfer, assign and assure and relinquish their all right, title and interest and deliver possession and the Promoter / Developer confirm the sale and thereby release and assign its rights and interest unto the Purchaser his / her heirs, executors, administrators, representatives and assigns absolutely and forever free from all encumbrances ALL THAT the self contained Flat being No.‘.....’, on the floor measuring sq. ft. more or less including super built up area and one car parking space, being No....., measuringsq. ft. in the ground floor of Block -, of the said premises, fully and particularly described in the SECOND SCHEDULE hereunder written and demarcated in the annexed plan and bordered in Red Together with lateral, vertical, overhead, underneath support and supporting and inserting beams with half

the depth in all joints above between its ceiling above and the floor below and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical Together Further with undivided proportionate impartible share or interest in the land comprising the Said Premises as fully mentioned in the FIRST SCHEDULE Together With undivided proportionate impartible share in all the common areas and facilities in the Said Premises as set out and described in the THIRD SCHEDULE hereunder written Together With all sorts of rights to use and enjoy the common areas, facilities, amenities and common installations in the common place of the said building jointly with the other owners or lawful occupiers of the said building and Premises AND ALL estate, right, title interest in property, claim and demand whatsoever of the Said Flat being No.‘.....’ and the car parking space being No..... and the undivided share in said land and also all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be and every part or parts thereof Together With the appurtenances whatsoever unto and to the use of the Purchaser free from all encumbrances, trusts, charges, liens, lispendens and attachments whatsoever, save only those expressly mentioned herein-below AND ALSO Together With all easement, quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Flat being No.‘.....’, and the car parking space being No..... including those which are more particularly described and mentioned in the FIFTH SCHEDULE hereunder written in common with other flat owners of the said ownership building TO HAVE AND TO HOLD the Said Flat hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever.

THE VENDORS DO HEREBY COVENANT AS FOLLOWS:

i. The interest which the Vendors do hereby profess to transfer subsists and that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or the Promoter / Developer or any person lawfully or equitably claiming by form, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary the Vendors have in themselves good right, full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign and assure their respective right, title and interest unto and to the use of the Purchaser the Said Flat being No.‘.....’ on the floor and one car parking space being No..... in Block - of the said building, described in the Second Schedule in details hereunder written and the undivided proportionate impartible share or interest of the said land described in the First Schedule hereunder written along with the right in the common areas and facilities of the said Ownership building and the Premises.

ii. And it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to enter upon, hold, use, possess and enjoy the Said Unit and every part thereof and to receive all rents, issues and profits thereof and every part thereof to and for his / her own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or Promoter / Developer or by any person or persons lawfully or equitably claiming or to claim through, by, under or in trust for otherwise by the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendors and the Promoter / Developer well and sufficiently saved defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed, created, occasioned or suffered by the Vendors and the Promoter / Developer or any other person or persons lawfully or equitably claiming or to be claimed, by, from, under or in trust from them.

iii. The Vendors and every person or persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the Said Units or any part thereof from, through, under or in trust for them / Vendors shall from time to time and at all times hereafter at the request and cost of the Purchaser make, do, acknowledge, execute and perform or cause to be done, executed and performed all such further or other lawful and reasonable acts, deeds, matters, things whatsoever for further betterment and more perfectly assuring the Said Units and benefits and rights hereby granted and sold unto and to the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

iv. The Vendors or the Promoter / Developer shall, until formation of the Apartment Owners Association, unless prevented by fire or some other irresistible force from time to time and all times hereafter upon every reasonable request and cost of the Purchaser produce or cause to be produced to the Purchaser or to their Attorney or authorized agent before any trial, examination or commission for inspection or otherwise as will be occasion shall require, the title deeds under proper receipts for a short period as per need in relation to the said land and also shall at the like request and cost of the Purchaser deliver to the Purchaser attested copy or other copies or extracts thereof as the Purchaser may reasonably require and will in the meantime, unless prevented as aforesaid keep the same safe, un-obliterated and un-cancelled.

v. The Vendors shall not do anything or make any grant whereby the rights of the Purchaser hereby and hereunder given or granted may be prejudicially or adversely affected and shall do all acts and deeds as may be necessary to ensure and uphold the rights available to the Purchaser.

vi. The Vendors shall duly fulfill and perform their obligations and covenants elsewhere herein contained.

vii. That the Purchaser shall have half the right of the ceiling above, the pillars and the joints and the common partition wall demarcating his Flat from another adjacent owners of their Flat and shall be entitled to repair and maintain the same but he will not be entitled to damage or cut open door or window on the same encroaching the privacy and safety of the adjoining flat owners.

THE PURCHASER DOETH HEREBY COVENANT AS FOLLOWS:

1. The Purchaser, his / her servants and agents shall not in any way block obstruct or cause to be obstructed the common passages, landings, areas, roof, lift, lobby or staircases of the building / Premises nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common facilities of the said building / Premises be in anyway prejudicially affected or vitiated.
2. The Purchaser and his / her employees, the visitors and his / her agents will have the right of ingress in and egress out of the Said Flat through the staircase, landings, corridors, lift and passages leading to the main entrance, common spaces and / or the road.

3. The Purchasers shall not for any reason whatsoever obstruct the Promoter / Developer and / or the owner in their transferring the other saleable flats and spaces of the said building / Premises to any other person or persons nor do any act, deed or thing whereby the Promoter / Developer / owners are prevented from selling, assigning or disposing of other portion or portions of the said building / Premises.
4. That all the occupiers / owners of the flats in the building shall enjoy the roof in common and have the right to install TV antenna, dry cloths and maintain the overhead water tank and the accessibility of the roof will not be obstructed by the Developer in any manner whatsoever. Howsoever, the Developer shall have the right to use the roof of the said premises by installing tower, hoarding etc. and have the monetary benefit therefrom solely and no Purchasers or vendors shall be entitled to raise any objection in this matter in any way, whatsoever nor demand any monetary benefit therefrom. Safety rules and precaution for installation of the same should be complied with.
5. The Purchasers shall not allow any occupier of the Said Unit to demolish or remove or cause to be demolished or removed any structure, roof, ceilings, walls etc. in or about the 'Said Unit' or of the building nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Unit or any part thereof or to the building, rather shall keep the common portions, sewers, drains, pipes in the building and appurtenances thereto and the 'Said Unit' in good repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the Said Unit or any portion of the building causing danger to the existing structure of the building whereupon the said Unit is situated PROVIDED THAT nothing herein contained shall prevent the Purchasers or the occupier thereof to decorate the Said Unit and / or repair and / or replace any fixture and fittings, worn out doors, windows and grills or to fix exhaust fans, ventilator, air conditioning and air cooling machines without causing damage to the walls and the building and to effect such other repairs as may be necessary for the use, occupation and / or enjoyment of the Said Units.
6. The Purchasers will at their cost maintain and carry out all internal repairs to the Said Units to support and protect other supporting parts of the building and shall abide by all laws, bye-laws, rules and regulations of the Government, Baranagar Municipality and / or any other authorities, association and local bodies and shall attend, answer and be responsible for violations and breach of any conditions or laws or rules and regulations. Purchasers shall observe and perform all the terms and conditions herein contained.
7. It is hereby agreed and declared that the interest of the Purchasers in the said land and building is impartible and the Purchasers shall at no point of time demand partition of their Said Units or interest in the undivided common areas of the building or the land comprising the Said Premises.
8. The Purchasers shall not keep nor store in the Said Unit or in any portion of the said premises any inflammable or combustible articles, such as explosive, chemicals or any offensive articles such as hides manures or any other article giving an offensive smell or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building or

storing of which is unlawful, nor shall the Purchasers do anything which shall be or constitute any nuisance or annoyance to the occupiers of the other flats / units in the said building. In case any damage is caused to the building or the flats situated therein due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequence of breach of any such default. The Purchasers can, however, keep in store kerosene oil, L.P.G. etc. for domestic use.

9. The Purchasers shall not throw or accumulate any dirt, rubbish, garbage or permit the same to be thrown or allow the same to be accumulated in the Purchasers' Units or in the compound or any portion of the building and Premises and shall not light or burn coal, coke or charcoal in the common areas of the Said Premises.
10. Purchasers shall not operate any machine save that for usual quiet domestic purposes; Grinding stone or mortar shall not be allowed to be used in the Said Units or in the building / premises. The Purchasers shall not disturb the peaceful and quiet atmosphere of the domestic living or endanger the common interest, safety and security of the building.
11. That an Association of Flat / Unit Owners would be formed for the management of the said building / Premises and for the common purposes and of which the Purchasers shall be member and the Purchasers shall co-operate in such formation of the Association and bear and pay the proportionate share of the cost of formation and the expenses for the Association and upon formation of the Association the Purchasers shall observe and perform all the rules and regulations of the Association as may be adopted from time to time and all times for protection, maintenance, use and occupation of the said building / Premises.
12. The Purchasers shall pay proportionate share towards all outgoing in respect of the Said Units and also the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, the common amenities, the common easements etc. from the date of registration.
13. As long as the Said Units in the said building is not separately assessed for municipal taxes, building taxes, Urban Land taxes and other taxes / charges, which may hereafter be payable, the Purchasers shall pay proportionate share of water and electricity charges and municipal taxes and other statutory taxes as assessed on the whole building, to the Promoter / Developer and on its formation to the Association. Once the Said Units are separately assessed the Purchasers shall be liable directly to the authority / department concerned for such payment of the rates and taxes.
14. That the Purchasers shall have right to mutate their name as joint Owners of the Said Units in the records of the Baranagar Municipality and elsewhere and / or have the Said Units separately numbered and assessed for taxes and revenues and the Vendors or Promoter / Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.
15. The Purchasers shall use the Said Flat for residential purpose only and in no case shall use the same as nursing home, public guest house, center of public worship or assembly, boarding house or a commercial place or harbour therein any criminal or terrorists.

16. Once registration and possession of the Said Units is handed over by the Promoter / Developer to the Purchasers, the Purchasers shall not be entitled to make any objection as regards the quality of workmanship or the materials used for construction of the Said Units and the building or any other matter in connection thereto nor shall they make any claim in this behalf.
17. Purchasers shall not affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions or other units save in the manner permitted by the Association.
18. The Purchasers shall apply to the C.E.S.C. for their separate electric meter and bear the cost thereof i. e. installation cost, security deposit, misc. costs etc. The meter would be installed in the common electric meter space of the building / Premises.
19. The Purchasers shall not decorate and / or paint the exterior of the said building / Units, doors and windows, grills etc. otherwise than in a manner agreed by the majority of the flat owners or the Association but can do so in compelling circumstances in a manner as near as may be in which it was previously decorated or painted.
20. The Purchasers shall permit the Association and its authorized agent with or without workmen at all reasonable time upon service of notice to enter into the Said Flat of the Purchasers to check / view and examine the state and condition of the different service connection and for the purpose of cleaning, repairing and keeping in order the said sewerages, drain pipes, rain water pipes, electric cables, conduits etc.
21. The Purchasers will have the right to transfer absolutely or by way of sell, mortgage, lease or gift or otherwise the whole of the said Units to others without any consent of the other flat owners or occupiers.
22. The Purchasers shall not keep car in the passage making obstruction / blockage in the free movement of other Co-Purchaser/s and their Cars / Vehicles.
23. The Purchasers shall not use or allow to be used the said Car parking Space for any illegal purpose nor store therein any rubbish, obnoxious, hazardous, contraband articles.
24. The Purchasers shall not break / remove the surrounding / demarcating walls and not to cause any injury to the foundation or column of the building or the floor or the roof of the said Car parking space.

FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the entire property)

ALL THAT piece and parcel of land measuring 10 (ten) Cottahs 10 (ten) Chittaks 28 (twenty eight) sq. ft. more or less togetherwith building standing thereon being "BHAGIRATHI PALACE", A RIVER VIEW APARTMENT, lying and situate in Mouza Baranagar, comprised in C.S. / R.S. Dag Nos.6221(P), 6222(P), under R.S. Khatian Nos.9045, 9049,

9050, 9428, 9432, 9433, L.R. Dag Nos.9223, 9224, L.R. khatian Nos.11730, 11731, J. L. No.5, Touzi No.1068/2833, being Premises Nos.3/A, Rai Mathura Nath Chowdhury Street, P. O. & Police Station Baranagar, Kolkata – 700 036, in Ward No.34 within the local limits of Baranagar Municipality; butted and bounded by:

ON THE NORTH : Partly by Premises No.84, B. K. Moitra Road and partly by Rai Mathura Nath Chowdhury Street;

ON THE SOUTH : Premises No.3/B, Rai Mathura Nath Chowdhury Street;

ON THE EAST : Common Passage for Premises Nos.3 & 3/B, Rai Mathura Nath Chowdhury Street;

ON THE WEST : River Hooghly.

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Said Unit)

ALL THAT a self-contained independent side Flat in Block – ‘B’ being Flat’ on the Floor of the Said Premises having Carpet area of sq. ft. and Balcony area sq. ft. more or less, Built up area sq. ft. more or less, and Super built up area sq. ft. (..... sq. ft.), more or less comprising of Bed Rooms, Kitchen, Living Room, Dining Room, Toilet, W.C and Balconies, AND a Covered car parking space no. admeasuring square feet in the in the Ground floor of the said building together with undivided proportionate impartible share and interest in the land comprising the said Premises Together With undivided right in common areas and facilities and the right of support and Together With all easement, quasi-easement rights attached thereto Together with right of access, right of way, right of protection and right of passage in common.

THIRD SCHEDULE

(Common Areas and Facilities)

- i. Stairs, stair cases, landings, entrance ways, corridors, boundary walls, gates etc.
- ii. Under ground water reservoir, overhead water tank, motor / pump, common electrical installations for lighting the common areas and the common electric meters, common meter space, Lift etc.
- iii. The main R.C.C. structures and foundations, beams, columns, main walls, girders, supports etc.
- iv. Sewerages, plumbing, common water pipes / lines, gutters, drains, septic tanks etc.

FOURTH SCHEDULE

(Common Expenses)

1. MAINTENANCE : All proportionate expenses for maintaining by way of white washing, painting, repairing, repainting, rebuilding, reconstructing,

redecorating, renovation and replacement in the common areas and common installations of the said building.

2. OPERATIONAL : All proportionate expenses for running and operating all sorts of machineries, equipments and other common installations including its costs of repairing and replacing.
3. STAFF : The salaries and all other expenses on account of staff employed or to be employed for the common purpose including bonus and other emoluments payable to such staff, workmen and employees and / or labourers.
4. DEPOSITS : Expenses and deposits for supplies of common utilities to the co – owners.
5. ASSOCIATION : Establishment and all other expenses of the association including its formation, office establishment and miscellaneous expenses.
6. INSURANCE : Proportionate share of cost against insuring the said building and / or the common areas and installations thereon.
7. RESERVOIR : creation of fund for the purpose of replacement, renovation and / or similar other purposes.
8. OTHERS : All other expenses and / or outgoings including legal expenses, as may be incurred by the Vendors and / or the Association for common purposes.

FIFTH SCHEDULE

The Purchaser and other co-owners and the Vendors (being co-owners) shall allow one another the following rights, easements, quasi-easements, privileges and / or appurtenances:

- i. The right of flat owners over all the common passages on the ground floor of the said building.
- ii. The right to use all utilities including connections of telephone, cables, conduits etc. through each and every common part of the ground floor including the common portions of the said building.
- iii. Right of support, shelter and protection of each portions of the building by other and / or others thereof so far as they may protect the same.
- iv. The absolute, unfettered and unencumbered rights over the common areas and installations subject to the terms and conditions herein contained.
- v. Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part and parcel of the Said Unit.

IN WITNESS whereof the parties hereto executed this deed the day, month and the year first above written.

WITNESSES:

1.

as
constituted
Attorney
of Dr.
Anjali
Sinha &
Dr. Prajes
Kumar
Sinha

Signature of the Vendors

2.

Drafted & prepared by:

Signature of the Developer

Signature of the Purchasers

MEMO OF CONSIDERATION

Received from the within named Purchasers the entire consideration of Rs...../- (Rupees) only in the following manner:

WITNESSES:

1.

2.

Signature of the Developer

