

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the _____ day of **TWO THOUSAND AND EIGHTEEN (2018)**

-BETWEEN –

RAUNAK PROPERTIES PRIVATE LIMITED (PAN AABCR8161K) (CIN-U70200W B1999PTC089838) a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the Premises No.6, Hanspukur Lane, PO: Barabazar, PS Posta, 4th Floor, Kolkata – 700007, duly represented by its Authorised Signatory vide Board Resolution **SRI KESHAV RATHI (PAN AIZPR0689R)**, son of Sri Surya Prakash Rathi, by faith – Hindu, by occupation – Service, by Nationality-Indian, residing at Baheti Mansion, 56, Kali Krishna Tagore Street, Post Office – Kalakar Street, Police Station -Jora Bagan, Kolkata-700007 hereinafter called and referred to as the **OWNER/DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART**;

AND

(1).....(PAN), of, by faith-....., by occupation-....., by nationality-..... residing at,Post Office-, Police Station-, District -....., Pin-....., hereinafter called and referred to as the **'PURCHASER/S'** (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 **SECOND PART**.

WHEREAS

- A)** By a Deed of Conveyance dated 15.08.1940 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.41, Pages 211 to 215, Being No.2259 for the year 1940, one Sri Amulya Kumar Mukhopadhyay, had granted sold, transferred, conveyed, alienated, demised, devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 117 Decimals (Sataks) comprised at and under Village Gourandanga, Mouza – Garui, J.L. No. 16, R.S. Dag Nos 225, 226 & 232, Police Station – Dum Dum, District 24-Parganas (North) and/or given and hereinafter referred to as the said land property unto and in favour of Smt. Bidyutlata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri for the consideration therein mentioned.
- B)** By a Deed of Conveyance dated 14.08.1940 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.42, Pages 21 to 24, Being No.2241 for the year 1940, one Choleman Bibi and Nechoron Bibi granted sold, transferred, conveyed, alienated, demised, devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 19 Decimals (Sataks) comprised at and under Village Gourandanga, Mouza – Garui, J.L. No. 16, R.S. Dag No 227, Police Station – Dum Dum, District 24-Parganas (North) and/or given and hereinafter referred to as the said land property unto and in favour of Smt. Bidyutlata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri for the consideration therein mentioned.
- C)** By a Deed of Conveyance dated 17th April, 1946 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.22, Pages 148 to 154, Being No.987 for the year 1946, said Smt. Bidyutlata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri had granted sold, transferred, conveyed, alienated, granted, demised, devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 136 Decimals (Sataks) equivalent to 4 Bighas, 3 Cottahs and 8 Chittacks comprised at and under Village Gourandanga, Mouza – Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, Police Station – Dum Dum, District 24-Parganas (North), morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SCHEDULE** hereunder written and/or given and hereinafter referred to as the said land property unto and in favour of Nerode Chandra Ghose, son of Late Apurba Chandra Ghose for the consideration therein mentioned.

- D)** The said Nerode Chandra Ghose died testate on 31st July, 1963 with his Last Will and Testament dated the 2nd day of August, 1957 intending to bequeath amongst others the said landed property comprised at and under Village Gorandanga, Mouza – Garui, Police Station – Dum Dum, District 24-Parganas (North) and also leaving behind two sons namely, Sailesh Chandra Ghose and Samir Chandra Ghose and his widow Smt. Protiva Devi and five daughters as his heirs, heiresses and legal representatives.
- E)** By the said Last Will and Testament dated 2nd August, 1957, the said Nerode Chandra Ghose gave, devised and bequeathed to his eldest son namely, Sailesh Chandra Ghose, amongst other properties, **ALL THAT** piece and parcel of land comprised at and under Village Gourandanga, Mouza – Garui, Police Station – Dum Dum in the District 24-Parganas (North).
- F)** The Probate of the said Last Will and Testament dated 2nd August, 1957 of the said Nerode Chandra Ghose was granted by the Hon'ble High Court at Calcutta on 9th March, 1965 to the Executors named therein.
- G)** By a Deed of Partnership dated 22nd September, 1976 and made between Sailesh Chandra Ghose, Salil Chandra Ghosh and Arun Prakash Dutta, a partnership firm was constituted under the name and style of "Galps (Chemicals)" having its registered office at the Premises No.20, Chandni Chawk Street, Kolkata – 700013.
- H)** On the application of the said Sailesh Chandra Ghose an order No. 71-U.L/IL-23/78 dated 8th January, 1979 was passed by the Deputy Secretary to the Government of West Bengal, Land Utilization and Reforms and Land and Land Revenue Department, Government of West Bengal, Urban Land Ceiling Branch inter alia, holding that there is no objection to the transfer being made of excess vacant land at the Premises No.9, Sreema Road, Police Station – Dum Dum, District 24-Parganas (North), by the said Sailesh Chandra Ghose in favour of said "Galps (Chemicals)" only on the terms and conditions mentioned therein.
- I)** By a supplementary Deed of Partnership dated 25th January, 1979 duly registered with the Office of the Registrar of Assurances at Calcutta and recorded in Book No. III, Bearing the Deed No. 544 for the year 1979 the said Sailesh Chandra Ghose vested and transferred **ALL THAT** the said lands together with the buildings, structures, messuages, tenements, hereditaments and premises therein unto and to the use of the said partnership firm namely, "Galps (Chemicals)" as contribution of the partner as mentioned absolutely and forever free from all sorts of encumbrances, charges, liens, lispensens, demands.
- J)** The said "Galps (Chemicals)" became the sole and absolute owner of the said property mentioned in the first schedule written hereunder and started to enjoy the same peacefully and forever free from all encumbrances, charges, liens, lispensense, demands.
- K)** The said landed property has since then known and numbered as the Premises No. 9, Sreema Road, Police Station – Dum Dum in the District of 24 Parganas (North).
- L)** By a Sale Deed dated 17th August, 1999 entered into by and between the said M/s. GALPS (Chemicals), a partnership firm having its registered office at 20, Chandni Chawk Street, Kolkata- 700013 represented by its partner namely, Salil Chandra Ghosh, therein referred to as the Owner/Vendor of the One Part and M/S Rupraj Agro Industries Private Limited a company having its registered office at 1010, Raheja Centre, Nariman Point, Mumbai- 400021, therein referred to as the Purchaser of the Other Part and duly registered in the Office of the District Sub-Registrar, North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 192, Pages 349 to 369, Being No. 03634 for the year 2005, the said Galps (Chemicals) duly granted, transferred, conveyed and assigned and assured unto and to the use of the said M/S. Rupraj Agro Industries Private Limited all that piece and parcel of land admeasuring 136 Decimals (Sataks) together with two structure standing thereon messuage tenement, hereditaments and premises situated at Village Gorandanga, Mouza – Garui, J.L. No. 16, R.S. Dag Nos

225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, Being the Premises No. 9, Sreema Road, Police Station – Dum Dum in the District of 24 Parganas (North).

- M)** The said M/S Rupraj Agro Industries Private Limited became the sole and absolute owner seized and possessed of all that piece and parcel of land admeasuring 136 Decimals (Sataks) equivalent to 82 Cottahs 6 Chittcks 35 Sq.ft. together with two structure standing thereon premises situated at Village Goradanga, Mouza – Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, Being the Premises No. 9, Sreema Road, Police Station – Dum Dum in the District of 24 Parganas (North) free from all encumbrances.
- N)** The said M/S Rupraj Agro Industries Private Limited obtained loan/credit facilities from the Bank of Maharashtra, Rash Behari Avenue Branch and for the purpose of securing the re-payment thereof had mortgaged the said property to and in favour of the said Bank by deposit of title Deeds thereof and Salil And co Agency Private Limited was the Guarantor in the said Loan Facility.
- O)** The said M/S Rupraj Agro Industries Private Limited could not repay the loan amount and the said loan became a Non-Performing Asset of the said Bank of Maharashtra and subsequently the said Bank assigned all its rights, title, interest and claim arising out of the said Non-Performing Asset Account along with the mortgaged documents to M/S. Asset Reconstruction Company (India) Limited of Times Tower, 9th floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013 and accordingly the said M/S. Asset Reconstruction Company (India) Limited became the mortgagee/assignee of the Property.
- P)** The said Rupraj Agro Industries Private Limited approached for one time settlement to clear the dues of said Asset Reconstruction Company (India) Limited and on 15th March, 2011 Asset Reconstruction Company (India) Limited by its letter being no. BGI/ST/FY11/14671 agreed to accept the offer of said Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited to settle the dues on the terms and conditions as stated therein.
- Q)** The said Salil And Co Agency Private Limited in terms of the said settlement paid a part thereof and the said Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited being unable to pay the balance amount pursuant to and in terms of the said settlement approached the Owner/Developer herein to purchase the said property consequent to whereupon The Owner/developer herein accepted the offer and paid the balance settlement amount through Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited to the said Asset Reconstruction Company (India) Limited for discharge of the debts, liabilities of the said Asset Reconstruction Company (India) Limited.
- R)** On 8th April, 2011 the said Asset Reconstruction Company (India) Limited released the title deeds dated 17th August, 1999 of Rupraj Agro Industries Private Limited and issued a No Dues Certificate favouring Rupraj Agro Industries Private Limited and discharged the mortgage.
- S)** In the manner aforesaid Rupraj Agro Industries Private Limited became the absolute Owner of **ALL THAT** piece and parcel of land measuring about an area of 136 Decimals (Sataks) be the same a little more or less, together with two structure standing thereon comprised and lying and erected at Village Goradanga, Mouza Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, along with all easement right, title, interest and possession of the property being premises No. 9, Sreema Road, Police Station Dum Dum, District of 24 Parganas (North), free from all encumbrances.
- T)** The said Rupraj Agro Industries Private Limited by a deed of conveyance sold transferred and conveyed **ALL THAT** piece and parcel of land measuring about 100.5125 Decimals (Sataks) equivalent to 60 cottahs 14 Chittacks be the same a little more or less out of 136 Decimals (Sataks) equivalent to 82 Cottahs 6 Chittcks 35 Sq.ft. together with a two storied building measuring an area of 3000 Sq.ft. at each floor and the Tin Shed structures in scattered form measuring about 1000 Sq.ft. comprised at and under Village Goradanga, Mouza Garui, J.L. No. 16, R.S. Dag Nos 225, 227 & 232, under R.S. Khatian No. 146, 409 & 176 along with all easement right, title, interest and possession in respect of

the North-East side of the property being premises No.9, Sreema Road, Police Station Dum Dum in the District of 24 Parganas (North) unto and in favour of the Owner/Developer herein by a duly registered deed of conveyance dated 13th April 2012 registered before the Additional District Sub Registrar, Cossipore, Dum Dum, North 24 Parganas and recorded in Book No I CD Volume No 9 pages 2468 to 2488 being No 03772 for the year 2012.

- U)** Thereafter by a duly executed Deed of Conveyance dated 9th January, 2016 the said Rupraj Agro Industries Private Limited ALL THAT piece and parcel of Land measuring an area of 35.49 Decimal (Sataks) equivalent to 21 Cottahs 8 Chittacks 35 Sq.ft. be the same a little more or less together with pond comprised in 19 Decimal land falling in Dag No.226 and 16.49 Decimal of Bastu land with residential structure measuring approx. 1000 Sq.ft. all comprised in Premises at Village Gourandanga, Mouza- Garui, J.L. No.16, R.S. Dag Nos. 225 (Part) under R.S. Khatian No.146, along with all easement right, title, interest and possession in property being the Premises No.9, Sreema Road (now known as 282, Sreema Road), Police Station – Dum Dum in the District of 24 Parganas (North) unto and in favour of the Owner/Vendor herein and the said Deed was duly registered before the Office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2016, Pages from 17729 to 17781, Being No.190400410 for the year 2016.
- V)** The land described in the Second Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- W)** The Owner/ Developer herein has mutated its name in the records and register of the South Dum Dum Municipality and has been paying the applicable rates and taxes without any default.
- X)** The Owner/ Developer herein has obtained a sanctioned building plan from the South Dum Dum Municipality being building plan No dated for construction of a new building at or upon the Second Schedule Premises.
- Y)** The Owner/ Developer herein named the Complex BHAWANI DREAMS PHASE II and the Complex has now popularly come to be known by the said name. The expression BHAWANI DREAMS PHASE II wherever used herein shall mean the complex comprising of BHAWANI DREAMS PHASE II. BHAWANI DREAMS PHASE I and BHAWANI DREAMS PHASE II also known as "**BHAWANI DREAMS**" and BHAWANI DREAMS PHASE I & BHAWANI DREAMS PHASE II constructed by Owner/ Developer herein.
- Z)** During the course of construction the Owner/ Developer invited offers for purchase of self contained residential ownership flats and the Purchaser herein offered to purchase **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT no.** on the **..... Floor** of the building being **Block -** containing by estimation an area of **..... Square Feet** Carpet Area more or less comprising of **.....** at the Project known as **BHAWANI DREAMS PHASE II** constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and for the consideration of **Rs**/- (**Rupees**) **only** and the parties entered into an Agreement on **.....** amongst themselves.
- AA)** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum **Rs/- (Rupees**) **only** paid by the Purchaser/s herein to the Owner/ Developer (receipt whereof the Owner/ 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/ Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT no.** on the **..... Floor**

of the building being **Block -** containing by estimation an area of **Square Feet** Carpet Area more or less comprising of at the Project known as **BHAWANI DREAMS PHASE II Phase II** constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats and Phrase in the premises (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **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/ 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/ Developer assure that The Purchaser/s 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 space areas and facilities in the building as described in **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose for maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER/ DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

1. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner/ Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/ Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/ Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
3. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/ Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
4. The Purchaser/s' undivided proportionate interest is impartible in perpetuity.
5. The Owner/ Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owner/ Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
6. The Owner/ Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owner/ Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter

at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER/S COVENANT/S WITH THE OWNER/ DEVELOPERAS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER/DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchaser has understood the concept, layout and scheme of **BHAWANI DREAMS PHASE II** to comprise of several Blocks and that all common facilities and amenities in all Blocks of Bhawani Dreams Phase I shall be jointly enjoyed by the purchaser of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Owner/ Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants. After formation of Association in Phase II of Bhawani Dreams both the Association of both Phases shall merge together.

i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER/ DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii) **TO OBSERVE** the rules framed from time to time by the **OWNER/ DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) **TO ALLOW** the **OWNER/ DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) **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 including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER/ DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) **TO DEPOSIT** the amounts reasonably required with the **OWNER/ DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

viii) **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 Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

ix) **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.

x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or 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.

xi) 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.

xii) NOT TO fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

xiii) NOT TO do or cause anything to be done in or around the said **FLAT AND/OR UNIT** 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 AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** 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 AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER/ DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/ DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

xvi) NOT TO install grills the design of which have not been suggested or approved by the Architect.

xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

xviii) NOT TO raise any objection whatsoever to the **OWNER'S/OWNER/ DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/ DEVELOPER** subject to approval by the concerned authority.

xix) NOT TO make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER/ DEVELOPER** and/or any concerned authority.

xx) NOT TO use the said **FLAT AND/OR UNIT** 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 owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

xxi) NOT TO raise any objection upon the Owner/ Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Owner/ Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.

xxii) Not to raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

xxiii) NOT TO raise any objection in the event the Owner/ Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Owner/ Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.

xxiv) NOT TO claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** of the Project Bhawani Dreams.

xxv) NOT TO use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

xxvi) NOT TO park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER/ DEVELOPER** .

xxvii) TO ABIDE by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

xxviii) NOT TO make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner/ Developer herein including any further constructions, additions or alterations that may be made from time to time.

xxix) NOT TO claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxx) NOT TO claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner/ Developer exercising its right to deal with the same

xxxi) NOT TO place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

xxxii) To pay Service Tax at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

xxxiii) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

ALL THAT piece and parcel of Land measuring an area of 35.49 Decimal (Sataks) equivalent to 21 Cottahs 8 Chittacks 35 Sq.ft. be the same a little more or less together with pond comprised in 19 Decimal land falling in Dag No.226 and 16.49 Decimal of Bastu land with residential structure measuring approx. 1000 Sq.ft. all comprised in Premises at Village Gourandanga, Mouza- Garui, J.L. No.16, R.S. Dag Nos. 225 (Part) under R.S. Khatian No.146, along with all easement right, title, interest and possession in property being the Premises No.9, Sreema Road (now known as 282, Sreema Road), Police Station – Dum Dum in the District of 24 Parganas (North) butted and bounded in the manner as follows:

ON THE NORTH : By Premises No.282/1, Sreema Road, Kolkata, property of the Owner/Vendor herein;

ON THE SOUTH : By 16 ' feet wide Sreema Road;

ON THE EAST : By Premises No.282/1, Kolkata, property of the Owner /Vendor herein;

ON THE WEST : By Dag Nos. 222 and 223

THE SECOND SCHEDULE ABOVE REFERRED TO :

(THE SAID FLAT)

ALL THAT piece and parcel of the **FLAT AND/OR UNIT no.** on the **..... Floor** of the building being **Block -** containing by estimation an area of **..... Square Feet** Carpet Area more or less comprising of **.....** at the Project known as **BHAWANI DREAMS PHASE II Phase II** constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

PART-I

COMMON PARTS and PORTIONS in the BLOCK.

1. Lift.
2. 24 hrs Water Supply.
3. Fire Extinguisher.
4. Staircase.
5. Water de ionization Plant.

PART-II

COMMON PARTS and PORTIONS in the "Bhawani Dreams".

1. Common portions, amenities and facilities of The Bhawani Dreams Phrase I and Bhawani Dreams Phrase II shall be used by the flat owners of both the Phrases.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. Establishment and all other capital and operational expenses of the Association of Flat Owners.
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, 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 Purchasers.

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.
11. Common expenses of The Bhawani Dreams Phrase I and Bhawani Dreams Phrase II shall be bared by the flat owners of both the Phrases.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

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.

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

1.

2.

SIGNED SEALED AND DELIVERED by the **PURCHASER/S** at Kolkata in the presence of:

1.

2.

SIGNATURE OF THE PURCHAER/S

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

MEMORANDUM OF CONSIDERATION

OWNER/ DEVELOPER