

AMIT CHAKRABORTY, son of Asit Kumar Chakrabarti, by faith – Hindu, by Nationality & Citizenship– Indian, having **mobile no.8240243454** and having **PAN- AFLPC5198P** andhaving **AADHAR No. 397793119817**residing at Vivekananda Nagar, Madhyamgram, District- North 24-Parganas, P.O. Madhyamgram Bazar & P.S. Madhyamgram, West Bengal-700130 ; hereinafter referred to as the **OWNER** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **ONE PART**.

-AND-

MKBD DEVELOPERS LLP, a Limited Liability Partnership Firm registered under a Limited Liability Partnership Act 2008, having its registered office at 15/2/1, Deodor Street, P.O. & P.S. Ballygunge, Kolkata- 700019 having its Income Tax **PAN: ABQFM4555K**, represented by its one of the designated Partner **SRI SANDEEP KOTHARI**, son of Late Mool Chand Kothari, by faith– Jain, by Occupation Business, having Income Tax **PAN: AGDPK5582G**, residing at 5, Allenby Road, Post Office – Lala Lajpat Rai Sarani, Police Station– Bhawanipur, Kolkata– 700020, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **OTHER PART**.

-AND-

Mr./Mrs./Ms..... son/daughter/wife of,
Mr.....aged about Years, by faith-

Hindu, by nationality- Indian, residing at
 , (having **mobile no.....**
 and having **Aadhaar Card No.....** and having
PAN:.....), hereinafter called the **“ALLOTTEE/PURCHASER”**
 (which expression shall unless repugnant to the context or meaning
 thereof be deemed to mean and include his/her heirs, executors,
 administrators, successors-in-interest & permitted assignees) of the
THIRD PART ;

[If the Allottee is a company]

_____, (CIN no._____) a
 company in corporate under the provisions of the Companies Act,
 [1956 or 2013, as the case may be], having its registered office at-----
 -----, (having **PAN:-----**), represented by
 its authorized signatory,-----, (Aadhaar no.....)
 duly authorized vide board resolution dated-----,hereinafter
 referred to as the **“ALLOTTEE/PURCHASER”** (which expression
 shall unless repugnant to the context or meaning thereof be deemed
 to mean and include its successor-in-interest, executors,
 administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

-----, a partnership firm registered under the
 Indian Partnership Act, 1932, having its principal place of business
 at-----, (having **PAN:-----**), represented
 by its authorized partner -----,(Aadhaar no.-----
 -----) authorized vide----- hereinafter referred to as the
“ALLOTTEE/PURCHASER” (which expression shall unless
 repugnant to the context or meaning there of be deemed to mean

and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms.-----Aadhaar no.-----
 -) son/daughter of ----- aged about-----
 -----years residing at------(having
PAN:-----),hereinafter called the **“ALLOTTEE/PURCHASER”**
 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr.-----Aadhaar no.-----)
 son of ----- aged about-----
 -years for self and as the Karta of the Hindu Joint Mitakshara Family known as-----HUF, having its place of business/ residence at-----, (having **PAN:-----**), hereinafter referred to as the **“ALLOTTEE/PURCHASER”** (which expression shall unless repugnant to the context or meaning there of be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The **OWNER, DEVELOPER** and **ALLOTTEE/PURCHASER** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS :

- A. The owner is absolutely seized and possessed of and/or well and sufficiently entitle to fee simple in possession of **ALL that** piece and parcel of land measuring about **8 cottah 1 chittack 11 sq.ft.** more or less comprised in R.S. & L.R. Dag No. 58,152 and 153 lying and situate at Mouza- Guchuria, P.S.- Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under ward no. 18, Holding nos. 49, Baikuntha Deb Road 2nd Lane, District- North 24-Parganas, as morefully and particularly described in the **Part-I** of the **FIRST SCHEDULE** hereunder written, hereinafter referred to as the said premises, absolutely and forever, free from all encumbrances and liabilities whatsoever.
- B. The Ownership of the Owner in respect of the Said Property is mentioned in the "Devolution of Title", morefully described in the **Part-II** of the **FIRST SCHEDULE** hereunder written. The name of the Owner has already been mutated his name in the Records of Madhyamgram Municipality under **Holding No.49.**
- C. The Said Property is earmarked for the purpose of development of the same by constructing multistoried buildings thereon containing self contained residential flat/apartments.

- D. By an Agreement for Development dated 13th December 2021 registered at the office of the A.R.A. IV Kolkata and recorded in Book No.I, Volume No.1904-2021 pages: 769311- 769354 being No.16394 for the year 2021 made between the owner and the Developer, the owner has entrusted upon the Developer the right of Development of the said property, and the project shall be known as **“MCK TULIP”**("Project"); hereinafter referred to as the said Development Agreement.
- E. By a Power-of-Attorney dated 13th day of December, 2021 registered at the office of the Additional Registrar of Assurances- IV, Kolkata and recorded in Book No.I, Volume No. 1904-2021 pages:769355 to 769382 being No. 190416408 for the year 2021, MKBD DEVELOPERS LLP as his constituted attorney to carry out all works in terms of the Development Agreement dated 13.12.2021for development of the said Property;
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said property on which Project is to be constructed have been completed; The Madhyamgram Municipality duly sanctioned the Building Plan submitted by the DEVELOPER herein being sanction Building Plan No.CON 22/MM/2022-2023 dated 04.06.2022; herein after referred to as the said building plan.
- G. The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated **bearing no**.....;

- H. The Promoter has obtained the final layout plan approvals for the Project from Madhyamgram Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) and other laws as applicable;
- I. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority having Registration no. ;
- J. The Allottee has applied for an apartment in the Project vide application no.-----dated ----- And has been allotted apartment no. -----having carpet area of Square feet, Super built up area of sq. ft., built up area sq. ft. type..... ,on ----- -----floor in [tower/ block/ building] no. ("Building") along with----- garage/ closed parking no..... admeasuring.....square feet in the -----[**Please insert the location of the garage/ closed parking**], as permissible under the applicable law and of Pro-rata share in the common area as ("Common Areas") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "**FLAT/UNITS**") as morefully and particularly described in the **SECOND SCHEDULE** hereunder written;
- K. The Allottee/Purchaser(S) has/have fully satisfied as to the Title in respect of the said property.

- L. The Allottee/Purchaser(S) has/have inspected the aforesaid Plan and have been fully satisfied therewith.
- M. The VENDOR/DEVELOPER is desirous of selling of **ALL THAT** the residential **FLAT/UNITS No.-----** on the -----FLOOR of the Building **“MCK TULIP”**, measuring about carpet area -- -----**sq.ft.**, balcony area ----- **sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area -----**sq.ft.** more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.....** measuring about**sq.ft.** more or less on the -----**FLOOR** (floor type-----) and TOGETHERWITH the proportionate share in the land attributable thereto, as morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT/UNITS** at or for a consideration of **Rs.-----** **---/- (Rupees -----) only** free from all encumbrances, charges, liens, lispences, attachments, claims and demands whatsoever on the terms and conditions mentioned hereunder;

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Agreement and in consideration of **Rs.-----** **-----/- (Rupees -----) only** paid by the Allottee/Purchaser(s) to the Vendor/Developer with the consent and concurrence of the Vendor/Developer before the execution of these presents (the receipt whereof the Vendor/Developer doth hereby as also by the receipt hereunder written admit and acknowledge and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Allottee/Purchaser(s) as also the **FLAT/UNITS** and every part thereof) the Vendor/Developer doth

hereby sell, grant, transfer, convey, assign and assure of **ALL THAT** the residential **FLAT/UNITS No.-----** on the -----FLOOR of the Building **“MCK TULIP”**, measuring about carpet area ----- **sq.ft.**, balcony area ----- **sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area ----- **-sq.ft.** more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.....** measuring about**sq.ft.** more or less on the -----**FLOOR** (floor type-----) **TOGETHERWITH** the undivided proportionate share in the land comprised in the **said premises** attributable thereto as described in the **FIRST SCHEDULE** hereunder written, appertaining or attributable thereto, hereinafter referred to as the **said FLAT/UNITS** as morefully and particularly described in the **SECOND SCHEDULE** stated hereunder togetherwith the right in common with the owner and occupiers of the other flats in the said building and all others having the like right to use for the purposes of access to and egress from the **said FLAT/UNITS**, stair cases, landings in the said building and such of the passages therein subject to the right of support (laterally or vertically) in the said building together with all privileges, easements, profits, advantages, benefits, appendages, right, title, claims and demands whatsoever and all the appurtenances belonging to or in any wise appertaining to or with the same or any part thereof usually held used occupied enjoyed or known as part of or appertaining to the **said FLAT/UNITS**, hereby granted as aforesaid **AND ALL** estate, right, title, interest, use, possession, benefit, claim and demand whatsoever of the Vendor/Developer into upon or in respect of the **said FLAT/UNITS** and every part thereof hereby sold, transferred, granted unto and to the use of the Allottee/Purchaser(s) **AND ALL** deeds, pattahs, writings, muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or

custody of the Vendor/Developer or any person or persons from whom they may procure the same without any action either at law or in equity **TO HAVE AND TO HOLD** the **said FLAT/UNITS** absolutely and forever free from all encumbrances charges, liens, lispendences, attachments, claims and demands whatsoever, subject to the obligation of contributing and paying proportionate expenses of maintenance and rates and taxes and subject to the covenants, terms, conditions, stipulations and restrictions set forth hereto, hereby conveyed and all future owners thereof **TOGETHER WITH** the easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit, **AND ALSO TOGETHER WITH** right to enjoy in the **common areas, portions**, installations and facilities in common with the other owners and occupiers of the flats of the said building as described in the **THIRD SCHEDULE** hereunder written **AND SUBJECT ALSO** to the payment of the proportionate or apportioned share of the **common expenses** for maintenance, repairs, renewals, replacements of the common areas and liabilities as stated in the **FOURTH SCHEDULE** hereunder written **AND NOTWITHSTANDING** anything to the contrary contained elsewhere in this Deed it is expressly made clear that the sale and this Deed are subject to the terms, conditions, stipulations restrictions, covenants, obligations and liabilities contained which shall be binding on and be complied with by ALLOTTEE/PURCHASER(S) herein in the place and stead of the Vendor/Developer.

THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE ALLOTTEE/BUYER(S) as follows:-

- a) That the Vendor/Developer herein is the absolute owner of **ALL THAT Flat No.-----** on the **-----FLOOR** of the Building

“**MCK TULIP**”, measuring about carpet area -----**sq.ft.**, balcony area -----**sq.ft.**, built up area -----**sq.ft.** more or less and salable/chargeable (super built up) area -----**sq.ft.** more or less, lying and situate on the said land, attributable thereto as described in the **FIRST SCHEDULE** hereunder written, appertaining or attributable thereto, hereinafter referred to as the **said FLAT/UNITS** as morefully and particularly described in the **SECOND SCHEDULE** stated hereunder.

- b) That notwithstanding any act, deed or thing by the **VENDOR/DEVELOPER** done, executed or knowingly suffered to the contrary the **VENDOR/DEVELOPER** is lawfully entitled to and/or absolutely seized and possessed of the **said FLAT/UNITS** and have good right, full power and absolute authority to transfer by way of sale the **said FLAT/UNITS** togetherwith undivided proportionate impartible share or interest in the land comprised the said premises appurtenant or attributable to the **said FLAT/UNITS** unto and to the use of the **ALLOTTEE/PURCHASER(S)** in the manner aforesaid.
- c) That the **ALLOTTEE/PURCHASER(S)** shall and may at all material times hereafter peaceably and quietly possess and enjoy the **said FLAT/UNITS** and receive the rents, issues and profits thereof and will be free to sell, mortgage or transfer the same without any lawful eviction, interruption, claims or demands whatsoever, from or by the **VENDOR/DEVELOPER** or any person or persons lawfully claiming from, under or in trust from them.

- d) The **said FLAT/UNITS** is free and clear and freely, clearly, absolutely and forever released and discharged or otherwise by the **VENDOR/DEVELOPER** and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, title, charge and encumbrances whatsoever, made, executed, occasioned or suffered by the **VENDOR/DEVELOPER** or any other person from under or in trust from them.
- e) The **VENDOR/DEVELOPER** shall from time to time and at all times hereafter at the request and costs of the ALLOTTEE/PURCHASER(S) doth and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances for more perfectly and absolutely granting the **said FLAT/UNIT**, hereby granted and sold unto and to the use of the Allottee/Purchaser(s) in the manner aforesaid as the Allottee/Purchaser(s) or counsel in law shall reasonably require.

THE ALLOTTEE/PURCHASER(S) DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows:-

- a) To pay municipal rates and taxes assessments outgoings or any other rates/taxes/levies assessments, outgoings that may be levied in future on the **said FLAT/UNITS**.
- b) To pay the proportionate share for maintenance charges towards common services provided in the said building for the use/benefit of the ALLOTTEE/PURCHASER(S) and/or Co-Allottee/Purchaser(s) of the other flats whether any/some facilities he/she avails or not and shall abide by the rules & regulations framed by the Developers or Association.

- c) Not to do anything in connection with the use and enjoyment of the **said FLAT/UNITS** whereby the occupiers of other areas in the said building are prejudicially affected.
- d) Not to throw or deposit any rubbish garbage or refuse otherwise than in the containers provided there for or dismantled building materials in any common parts save and except an area specified.
- e) Not to put anything in the sinks or lavatories which can lead to stoppage in the pipes or drains serving the said building.
- f) The ALLOTTEE/PURCHASER(S) shall not keep or store in the **said FLAT/UNITS** any inflammable or combustible articles or any other similar articles giving an offensive smell.
- g) Not to do anything which will cause any nuisance or annoyance to the Co-ALLOTTEE/Purchaser(s) and/or occupants of other portions of the building and/or the flat.
- h) Not to use or allow use of the **said FLAT/UNITS** for any immoral activities nor for any hotel, nursing home, manufacturing or processing work or use the same as a godown for storage purposes.
- i) Not to decorate or paint or otherwise alter the exterior of the **said FLAT/UNITS** or common parts of the building in any manner save in accordance with the general scheme thereof as may be specified.

- j) Not to do anything whereby the other Co-ALLOTTEE/Purchaser(s) is obstructed in or prevented from quiet enjoyment of their respective flats and jointly of the common parts.
- k) Not to claim any partition or sub-division of the land and/or common parts.
- l) Not to claim any additional right other than undivided proportionate variable impartible share in the land mentioned in the FIRST SCHEDULE stated hereunder.
- m) That the House Rules and liability of the Allottee/Purchaser(s) in respect of the **said FLAT/UNITS** are mentioned in the **FIFTH SCHEDULE** hereunder written.
- n) Not to obstruct or raise any objection in any manner whatsoever in case undivided proportionate share in the land is reduced by reason of constructing an area in excess of an area now constructed on the said premises.
- o) Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or employees of the Allottee/Purchaser(s) shall be entitled to stay and/or sleep in the common area.
- p) To keep the **said FLAT/UNITS** in a good state of repairs and conditions.

- q) The Allottee/Purchaser(s) shall observe and comply with all the rules and regulations framed by the Developers or Association for the time being of the said building.
- r) To keep the **said FLAT/UNITS** and all walls, partition walls, sewers, drains, pipes, cables, wires belonging thereto in good and tenatable repair and condition at its own costs.
- s) The ALLOTTEE/PURCHASER(S) shall not obstruct the Association of owners/occupiers from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PART-I)

(said land)

ALL that piece and parcel of land measuring about 8 cottah 1 chittack 11 sq.ft. more or less comprised in R.S. & L.R. Dag No. 58,152 and 153 lying and situate at Mouza- Guchuria, P.S. Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under ward no. 18, Holding no. 49, Baikuntha Deb Road 2nd Lane, District- North 24-Parganas.

ON THE NORTH By: Partly house of Ashis Dam and Narayan Biswas;

ON THE SOUTH By: partly by municipal road partly house of Abhjit Dutta and Biplab Gayan;

ON THE EAST By: House of Nimai Biswas and
Krishna Chattapadhyay and by
Road;

ON THE WEST BY: house of Owner Amit
Chakraborty;

(PART-II)

(Background of title)

- i) One Sunita Rani Mitra in the year of 1957 by a Deed of Conveyance dated 20th February registered at the office of A.D.S.R. – Barasat, recorded in Book No.- 1, Volume no.- 20, Pages- 12 to 17 being no. 1279 for the year 1957 purchased all that piece of parcel of land measuring about 8 cottah 10 chitak 25 sq. ft. under dag no. 58, Khatian No. 138.

The said Sunita Rani Mitra by a Deed of Conveyance dated 10th April 1961 registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 40, Pages- 237- 241 being no. 3844 for the year 1961 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of Parcel of land measuring about 14 Satak under dag no. 58, Khatian no. 78, Mouza- Guchuria.

The said Basudeb Chakraborty by a Deed of Gift dated 3rd April 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, being no. 3404 for the year 1990 made gift unto in favour of Amit Chakraborty all that piece of Parcel of land measuring about 4 cottah 6 chitak 22 sq. ft. out of his 14 Satak of land under dag no. 58, Khatian no. 78.

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 2885

Thus the said Amit Chakraborty has become owner of land measuring about 7 satak of land equivalent to 4 cottah 6 chittack 22 sq. ft. under Dag No. 58

The said plot of land is recorded with the Madhyam gram Municipality under holding no. 49;

- ii) In respect of Dag no. 152 & 153, mouza- Guchuria, J.L.No.- 25, R.S. No.- 138, Touzi no.- 146 Khatian no.- 110, P.S.- Barasat, District- North 24 Parganas measuring about 3 cottah 10 chhitak 34 sq. ft..

One Nirod Baran Datta in the year of 1967 by a Deed of Conveyance dated 12th May registered at the office of A.D.S.R. -Barasat, recorded in Book No.- 1, Volume no.- 90, Pages- 41 to 44 being no. 7052 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 15 chitak 30 sq. ft. under dag no.152 and 153;

Sri Gobinda Chandra Nandi in the year of 1967 by a Deed of Conveyance dated 12th May registered at the office of A.D.S.R. -Barasat, recorded in Book No.- 1, Volume no.- 93, Pages- 12 to 15 being no. 7054 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 12 chitak 7 sq. ft. under dag no.152 and 153;

The said Basudeb Chakraborty by a Deed of Gift dated 3rd August 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 61, Pages- 41 to 50 being no. 3405 for the year 1990 made gift unto in favour of Amit Chakraborty all that piece of Parcel of land measuring about 3 cottah 10 chitak 34 sq. ft. out of his 5 Cottah 10 Chitak 31 sq. ft. of land under dag no. 152 and 153;

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 280;

Thus the said Amit Chakraborty has become owner of land measuring about 8 cottah 1 chitak 11 sq. ft.

The said plot of land is recorded with the Madhyamgram Municipality under holding no. 49;

THE SECOND SCHEDULE ABOVE REFERRED TO:

[[FLAT/UNITS]

ALL THAT the residential **FLAT/UNITS No.**----- on the ----- FLOOR of the Building “**MCK TULIP**”, measuring about carpet area -----**sq.ft.**, balcony area ----- **sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area -----**sq.ft.** more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.**..... measuring about**sq.ft.** more or less on the -----**FLOOR** (floor type-----) **comprised in R.S. & L.R. Dag No. 58,152 and 153 lying and situate at Mouza- Guchuria, P.S. Madhyamgram, within the limits of**

Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under ward no. 18, Holding no. 49, Baikuntha Deb Road 2nd Lane, District- North 24-Parganas TOGETHERWITH undivided proportionate share in the land comprised in the said land attributable thereto TOGETHERWITH the proportionate share in all common parts portions areas and facilities as shown in the MAP or PLAN annexed hereto and bordered with Red Colour thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common areas, portions, installations and facilities)

SECTION-A

1. AREAS:
 - i). Entrance and exit to the premises and the said building.
 - ii). Durwans room, common toilet/urinals if any.
 - iii). Boundary walls and main gate of the premises.
 - iv). Staircases and lobbies on the floors including Ground floor.
 - v). Entrance lobby, driveway except car parking space, electricity/utility/ Pump/Motor/Office to be used by the Flat Owners' Association.
 - vi). Lift wall/well, landings, chute, lift machinery rooms, staircases etc.
 - vii). Overhead tank/ underground Reservoir/ Deep tube well.
 - viii). Facilities.

2. **WATER, PLUMBING AND DRAINAGE:**
 - i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/UNITS and/or exclusively for its use).

- ii) Water supply systems.
- iii) Deep tube well of adequate capacity, water pump, underground and overhead water reservoir togetherwith all common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/UNITS and/or exclusively for its use).

3. ELECTRICAL INSTALLATION:

- i) Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/UNITS and/or exclusively for its use).
- ii) Lighting of the common portions.
- iii) Lifts with all accessories.

4. OTHERS:

Such other common parts, areas equipments, installations, fittings, fixtures and spaces including and any other facility and/or amenity to be used in common in or about the premises and the said building as are necessary for user(s) of the FLAT/UNITS in common by the co-Owners excepting those which have been exclusively allotted to a FLAT/UNITS Owner.

SECTION-B

(Those for which proportionate costs have been paid by the Allottee/Purchaser(s) -

1. All cost towards internal electrifications such as installation of transformers, wiring, cabling and other installations connecting to individual flat and as also towards common facilities like passage lights, water pumps, fire and other emergency services, facilities Security Room, Common meter etc. The above costs however does not include the expenses/deposits payable to WBSEDCL/ CESC towards H.T. Line and its infrastructure for bringing power/ service line.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(common expenses for maintenance, repairs, renewals, replacements
For Obtaining CESC/WBSEB Connection Charges)

- i) To regularly and punctually make payments of the Municipal rates, taxes and other outgoings payable in respect of the said FLAT/UNITS fully and proportionately for the common portion of the said building.
- ii) To regularly and punctually make payment of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building.
- iii) To regularly and punctually make payment of the proportionate share of Service/ Maintenance charges to the Vendor/Developer and upon formation to the said Flat/Units Owner's Association for rendition of common services and for maintenance of the common expenses, parts and portions.
- iv) To pay and discharge all existing and future rates and water charges, taxes, duties, Assessments, impositions and outgoings of what so ever nature, whether or not of a capital or

nonrecurring nature which now are or may be imposed and/or levied in future in respect of the said FLAT/UNITS wholly and proportionately for the said Building.

- v) To pay to the suppliers and indemnify the Vendor/Developer against and charges for electricity, telephone, water and other services consumed in the said FLAT/UNITS including any connection charge and meter installations costs and rents.
- (a) Towards expenses for obtaining CESC/WBSEB connection charges to the said FLAT/UNITS of Rs.5,000/- plus applicable GST.
- (b) Towards security deposit for obtaining electric connection to the said FLAT/UNITS on actual basis.
- (c) Towards proportionate part for deposit and incidental expenses plus applicable GST for the payment made to CESC/WBSEB for providing HT/ LT line transformer in the said premises on actual basis. **Transformer + common meter @ Rs.40/- sq.ft. + applicable GST.**
- (d) If at any time the Vendor/Developer shall be liable to make payment of any amount on account of statutory outgoing and/or impositions including sales tax, service tax, Goods & Service Tax etc. the Allottee/Purchaser(s) shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax, service tax and Goods & Service Tax and have agreed to keep the Vendor/Developer indemnified against all actions suits and proceedings.

- e) Towards expenses for payment towards municipal rates taxes and other outgoings of the said **FLAT/UNITS** annually.
- f) Towards **12 (Twelve)** months equivalent maintenance charges for common maintenance expenses @ Rs.1.50 per month on chargeable area.
- g) Towards such further amounts which may become payable on account of statutory impositions and outgoings, including Goods & Service Tax if any.
- h) Towards expenses for Society/Association formation charges is **Rs.3000/-;**
- i) Towards deposit for Society/Association to be decided by the Vendor/Developer at the time of formation.
- j) Towards proportionate security deposit and incidental expenses plus applicable GST for installing transformer and common meter at the said building.

Surplus, if any remain with the Vendor/Developer on account of the aforesaid payment the Vendor/Developer will hand over such surplus to the FLAT OWNERS'ASSOCIATION upon its formation provided there shall be no default on the part of the Allottee/Purchaser(s) in making payment as mentioned herein above.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**(House Rules and liability)**

1. The Allottee/Purchaser(s) agrees to use and to hold the said FLAT/UNITS subject to the following covenants and conditions.

- 2 **REPAIRS**

- i) From time to time and at all times to repair and maintain and keep in good and substantial, repair and condition the said FLAT/UNITS.
- ii) To replace from time to time the fittings and fixtures including water and electrical installations with the intent and object or keep the neighboring FLAT/UNITS and/or to any part or portion of the said Building saved.

3. **DECORATION**

As often as reasonably necessary and in a workman like manner to prepare and decorate or otherwise treat, as appropriate all the exterior and internal parts of the FLAT/UNITS required to be treated properly.

4. **NOTIFICATION OF DAMAGE:**

The Allottee/Purchaser(s) shall forthwith notify the Vendor/ Developer and/or upon formation, the FLAT OWNERS' ASSOCIATION, of any damage defect or malfunction which may occur in or to any part of the FLAT/UNITS and/or the said building, water pipes, electrical wiring, or any other fittings and fixtures therein.

5. CLEANLINESS AND HYGIENE:

- i) The Allottee/Purchaser(s) shall keep the said FLAT/UNITS and/or every part thereof clean and hygienic and tidy and to keep all pipes, drains, basins, sinks and water closets clean and unblocked.
- ii) The Allottee/Purchaser(s) shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises except in the proper bins receptacles or containers only.

6. INSURANCE:

The Allottee/Purchaser(s) shall not permit or suffer to be done anything whereby the policy or policies of insurance on the building or the premises and/or the FLAT/UNITS against loss damage by fire or other risks may be rendered void or void able or whereby the rate of premium thereon may be increased.

7. WAIVER OF DEFAULT:

- i) No condoning, excusing, overlooking, indulgence or forbearance by the Vendor/Developer of any breach of the Allottee/Purchaser(s)' obligations herein shall operate as a waiver of the Vendor/Developer's right or in any way affect the Vendor/Developer's right hereunder in respect of any continuing or subsequent breach by the Allottee/Purchaser(s) of their obligations herein and no waiver by the Vendor/Developer shall be inferred from or implied by anything done or omitted by the Vendor/Developer but such

waiver shall be expressly stated to be so in writing and signed by the Vendor/Developer. Any consent given by the Vendor/Developer shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Vendor/Developer in future unless expressly so extended.

- ii) In giving its consent on any matters hereunder wherein the consent of Vendor/Developer is required, the Vendor/Developer shall be at liberty to impose such conditions as it deems fit.

8. THE ALLOTTEE/PURCHASER(S) SHALL:

- i) Co-operate with the other co-Purchasers and Vendor/Developer and also with the FLAT OWNERS' ASSOCIATION in the management and maintenance of the said new building.
- ii) Observe the rules framed from time to time by the Vendor/Developer and upon the formation of the FLAT OWNERS' ASSOCIATION by such FLAT OWNERS' ASSOCIATION.
- iii) Use the said FLAT/UNITS for residential purposes and not for other purposes whatsoever.
- iv) Allow the Vendor/Developer or their representative with or without workmen to enter into the said FLAT/UNITS for the purpose of maintenance and repairs but generally within only

with 48 hours prior notice in writing to the Allottee/Purchaser(s).

- v) Pay and bear the common expenses and other outgoings and expenses since the day of possessions or demand possession and also the rates and taxes for the said FLAT/UNITS and proportionately for the said building and/or common parts/areas and wholly for the said FLAT/UNITS and/or make deposits on accounts thereof in the manner mentioned hereunder to the Vendor/Developer and upon the formation of the FLAT OWNERS' ASSOCIATION to such FLAT OWNERS' ASSOCIATION. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said FLAT/UNITS have been taken or not by the Allottee/Purchaser(s). The Allottee/Purchaser(s) shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to the Vendor/Developer and upon formation of the FLAT OWNERS' ASSOCIATION to such FLAT OWNERS' ASSOCIATION.

- vi) Deposit the amounts reasonably required with the Vendor/Developer and upon the formation of the FLAT OWNERS' ASSOCIATION with such FLAT OWNERS' ASSOCIATION towards the liability for rates and taxes and other outgoings.

- vii) Pay charges for electricity in or relation to the said FLAT/UNITS wholly and proportionately relating to the common parts.

- viii) Not to subdivide the said FLAT/UNITS and/or the parking spaces if allotted or any portion thereof.
- ix) Not do anything or prevent the Vendor/Developer for making further or additional constructions within any working day not withstanding any temporary disruption in the Allottee/Purchaser(s) enjoyment of the said FLAT/UNITS.
- x) Maintain or remain responsible for the structural stability of the said FLAT/UNITS and not to do anything which has the effect of affecting the structural stability of the building.
- xi) Not do or cause anything to be done in or around the said FLAT/UNITS which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said FLAT/UNITS or adjacent to the said FLAT/UNITS or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xii) Not damage demolish or cause to damage or demolish the said FLAT/UNITS or any part thereof or the fittings and fixtures affixed thereto.
- xiii) Not close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the said FLAT/UNITS which in the opinion of the Vendor/Developer differs from the colour schemes of the

building for deviation or which in the opinion of the Vendor/Developer may effect the elevation in respect of the exterior walls of the said building.

- xiv) Not install grills of any such design which have not been suggested and approved by the Architect.
- xv) Not do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said FLAT/UNITS or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xvi) Not make in the said FLAT/UNITS any structural additions and/or alterations such as beams columns partition walls etc.
- xvii) Not use the said FLAT/UNITS or permit the same to be used for any purposes 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 the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- xviii) Not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling

or staying of any person or blocking the parking place by putting any articles shall not be permitted.

- xix) Not use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of car/cars.
- xx) Not park car on the pathway or open spaces or at any other place of the building at any other place except the space allotted to him/her/its and shall use the pathways would be decided by the Vendor/Developer.
- xxi) Abide by such building rules and regulations as may be made applicable by the Vendor/Developer before the formation of the FLAT OWNERS' ASSOCIATION and after the FLAT OWNERS' ASSOCIATION is incorporated to comply with and/or adhere to the building rules and regulations of such FLAT OWNERS' ASSOCIATION.

RESTRICTIONS:

- xxiii) Lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the FLAT/UNITS in the Building.
- xxiv) Children shall not play in the stairways or elevators.
- xxv) No Allottee/Purchaser(s)/Occupier(s) shall make or permit any disturbing noises in the building or do or permits anything to be done therein which will interfere with the rights comforts or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instruments or permit to be

operated phonograph or radio or television, loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from an apartment.

- xxvi) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows, terraces, and balconies thereof any dirt or other substances.
- xxvii) No article shall be allowed to be placed in the halls or on the stair case landings.
- xxviii) No shades, hangings, window guards, ventilators or air-conditioning devices shall be used in or about the building excepting such as shall have been approved by the Vendor/Developer.
- xxix) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building except such as shall have been approved by the Vendor/Developer nor shall anything be projected out of any window of the Building without similar approval and shall install air conditioners only in the spaces specified by the Vendor/Developer and/or FLAT OWNERS' ASSOCIATION.
- xxx) The passenger elevators in the building unless of the automatic type to be operated by the passenger shall be operated only by employees of the Vendor/Developer /Association and/or Syndicate and/or Society and there shall

be no interference whatsoever with the same by Allottee/Purchaser(s) or members of their families, or their guests or employees or sub-tenants.

- xxxix) No vehicles, bicycles, scooters, shipping carts or similar vehicles shall be allowed in the passengers elevators except for wheel chairs meant for handicapped person(s) and baby carriages or any of the above mentioned vehicles shall be allowed to stand in the public halls, passageways.
- xxxii) Water- closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damage resulting for misuse of any water closets or apparatus shall be make good by the FLAT/UNITS Owner in whose apartment it shall have been caused.
- xxxiii) No bird or animal shall be kept or harbored in the common areas of the Building. In no event dogs shall be permitted on elevators or in any of the common portion of the Building unless accompanied.
- xxxiv) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- xxxv) The agents of the Syndicate / Society/ Association/ Vendor/Developer/ Flat Owners' Association and any contractor or workman authorized by the Society/ Association/ Vendor/Developer/ Flat Owners' Association may

enter in any flat at any reasonable hour of the day for the purpose of inspecting such flat.

xxxvi) Garbage and refuse from the apartment shall be deposited in such place only in the building and at such time and in such manner as may be directed by the Vendor/Developer/ Flat Owners' Association.

xxxvii) No vehicles belonging to a Allottee/Purchaser(s) or to a member of their family or guests, subtenant or an employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

xxxviii) These house rules may be altered and or added and or amended or repeated at any time by the Vendor/Developer and after formation of the Flat Owners' Association.

xxxix) Till formation of such Flat Owners' Association the Vendor/Developer or its representative shall manage and maintain the said Building and the common parts thereof.

11. THE ALLOTTEE/PURCHASER(S) AGREES THAT:

i) The Allottee/Purchaser(s) shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the FOURTH SCHEDULE hereunder written at such rate as may decided and determined and apportioned by the Vendor/Developer to be payable from the date of possession to the Vendor/Developer and upon formation and transfer of management of the

Building to the Flat Owners' Association. Such payments are required to be made without any abatement or demand.

- ii) The proportionate rate payable by the Allottee/Purchaser(s) for the common expenses shall be decided by the Vendor/Developer from time to time and the Allottee/Purchaser(s) shall be liable to pay all such expenses wholly if it relates to the Allottee/Purchaser(s)' FLAT/UNITS only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Developer or the Flat Owners' Association shall be conclusive and final. The Allottee/Purchaser(s) shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said Building to the Flat Owners' Association in terms of these presents the employees of the Vendor/Developer such as watchman, security staff, lift man etc. shall be employed and/or absorbed in the employment of such FLAT OWNERS' ASSOCIATION with continuity of service and on the same terms and conditions of employment with the Vendor/Developer and the Allottee/Purchaser(s) shall not be entitled to raise any objection thereto and hereby consents to the same.
- iii) After the formation of the FLAT OWNERS' ASSOCIATION the Allottee/Purchaser(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the FLAT OWNERS' ASSOCIATION.
- iv) So long each FLAT/UNITS in the said premises is not separately mutated, the Allottee/Purchaser(s) shall pay the

proportionate share of all rates and taxes assessed on the whole premises to the Vendor/Developer from the date of possession. Such proportion is to be determined by the Vendor/Developer on the basis of the area of such FLAT/UNITS in the said Building.

- v) If the Allottee/Purchaser(s) fail to pay the aforesaid expenses or part thereof within time as aforesaid the Allottee/Purchaser(s) shall be liable to pay interest at the rate of 2% per month and further that if any interest remain unpaid for sixty days, the Vendor/Developer or upon formation of FLAT OWNERS' ASSOCIATION such FLAT OWNERS' ASSOCIATION shall be at liberty to disconnect and/or suspend all common services attached to the Allottee/Purchaser(s)' FLAT/UNITS such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.
12. Subject to Allottee/Purchaser(s) making payment as stated in the FIFTH SCHEDULE the Vendor/Developer / Flat Owners' Association shall be liable for:
- i) Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

- ii). Painting with quality paint as often as may (in the opinion of the Vendor/Developer/ FLAT OWNERS' ASSOCIATION be necessary and in a proper and workmanlike manner.
- iii). Keeping the grounds of the said Building generally in a neat and tidy condition.
- iv) Keeping the passage in good clean and tidy.
- v) Paying cost of cleaning, repairing, any drains and sewers forming part of the property (not forming part of any FLAT/UNITS).
- vi) Paying such workers as may be necessary in connection with the upkeep of the property.
- vii) Insuring any risks.
- viii) Cleaning as necessary the external walls and windows and (not forming part of any FLAT/UNITS) in the property as may be necessary, keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the Building.
- ix). Maintaining and operating the lifts.
- x). Providing and arranging for the emptying receptacles for rubbish.
- xi). Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building

or any part thereof excepting in so far as the same are the responsibility of the individual Owners / occupants of any FLAT/UNITS.

- xii) Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT/UNITS.
 - xiii) Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amounts thereof for the period to which the accounts relate.
 - xiv) Complying with the requirements directions of any competent authority and with the provisions of all statues and all regulations orders and by laws made there under relating to the building excepting those which are the responsibility of the Owner /occupier of any FLAT/UNITS.
 - xv) Making Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Vendor/Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this SCHEDULE.
13. In such time to be fixed annually as shall be estimated by the FLAT OWNERS' ASSOCIATION (whose decision shall be final)

to provide a reserve fund for items of expenditure referred to this SCHEDULE to be or expected to be incurred at any time.

14. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the FLAT OWNERS' ASSOCIATION for the Owners of the FLAT/UNITS and shall be only applied in accordance with unanimous or majority decisions of the members of the FLAT OWNERS' ASSOCIATION and with the terms of this SCHEDULE.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written:

SIGNED, SEALED AND DELIVERED
by the OWNER at Kolkata

Owner

SIGNED, SEALED AND DELIVERED
by the VENDOR/DEVELOPER
at Kolkata

Sri Sandeep Kothari
(designated partner)
VENDOR/DEVELOPER

SIGNED, SEALED AND DELIVERED
by the ALLOTTEE/PURCHASER(S)
at Kolkata

Allottee/Purchaser(s)

Witnesses :

Drafted by:

Advocate, High Court, Calcutta

RECEIVED by the VENDOR/DEVELOPER of and from within named ALLOTTEE/PURCHASER(S) a sum of **Rs-----/-** (Rupees ---
-----) only being the full consideration money as per memo below : **Rs.----- /-**

MEMO OF CONSIDERATION

Cheque Date	Drawn On	CH NO.	Total Flat Amount (In Rs.)	Total GST Recd Against payment (in Rs.)	Total Recd including GST in Cheque
		Total :		N/A	

(Rupees -----) only

WITNESSES :

DATED THIS DAY OF 2023

-BETWEEN-

AMIT CHAKRABORTY

OWNER

-AND-

MKBD DEVELOPERS LLP

DEVELOPER

-AND-

ALLOTTEE/PURCHASER

DEED OF CONVEYANCE