

DEED OF CONVEYANCE FOR SALE OF FLAT

THIS DEED OF CONVEYANCE FOR SALE OF FLAT HAS BEEN MADE AT BARRACKPORE ON THIS DAY OF, 202...

BETWEEN

1. SRI ABHIJIT AGARWAL, son of Late Om Prakash Agarwal (AADHAR No. 4926 4459 8267, PAN –AJZPA 13432H) by faith Hindu, by occupation service,
2. SMT. TARA DEBI AGARWAL (AADHAR No. 3935 3911 1256, PAN- AFRPA 1195C) by faith Hindu, by occupation Housewife bothe No.1 and 2 are residents of AB131, Sector1, Salt Lake city, Hari Bus Stop, P.S. Bidhannagar, P.O. Bidhannagar, Kolkata 64
3. SRI BISWANATH DEB (AADHAR No. 9144 3773 0159, PAN – AIOPPD4848N) son of Sri Sukhen Deb by faith Hindu, by occupation –business, residing at 41/B Kalia Nibas Main road, P.O. Nona Chandan pukur, P.S. Titgarh, District North 24-Parganas, Kolkata 700122,
4. SMT. SOMA DEB (AADHAR No. 6572 3045 8383, PAN – AKTPD 2938A) wife of Sri BISWANATH DEB by faith Hindu, by occupation business, residing at 1240,Rajdanga Main Road, P.S. Kasba, P.O. E.K.T, Kolkata -700107
5. SRI RAHUL JAISWAL (AADHAR No. 7605 3504 1482, PAN AXZPJ 2142C)

6. SRI RAUNAK JAISWAL (ADHAR No. 8268 0948 8117, PAN – BBHPJ3323G) both No5 & 6 are sons of Sri Govinda Shaw by faith Hindu, by occupation business, residing at 8, Ghoshpara Road, P.O. Barrack pore , P.S. Titagarh, District North 24-Parganas, Kolkata 700122 herein referred to as the OWNERS/LANDLORDS(which expression unless excluded by or repugnant to the context be dint to mean and include their heirs, executors, administrators and assigns) of the **FIRST PART.**

AND

AAKRITI INFRACON (PAN _ ABTFA4324K) having its place of business or Registered Office at 15(6/1) Kalia Nibas South , Barrack pore, P.O. Nona Chandan Pukur, P.S. Titagarh, District North 24-Parganas, Kolkata 700122, West Bengal represented by its Partners 1. SRI ABHIJIT AGARWAL, son of Late Om Prakash Agarwal (AADHAR No. 4926 4459 8267, PAN –AJZPA 13432H) by faith Hindu, by occupation service, residents of AB131, Sector-1, Salt Lake City, Hari Bus Stop, P.S. Bidhannagar, P.O. Bidhannagar, Kolkata 64 2. SRI BISWANATH DEB (AADHAR No. 9144 3773 0159, PAN – AIOPPD4848N) son of Sri Sukhen Deb by faith Hindu, by occupation –business, residing at 41/B Kalia Nibas Main Road, P.O. Nona Chandan pukur, P.S. Titgarh, District North 24-Parganas, Kolkata 700122, 3. SRI RAHUL JAISWAL (AADHAR No. 7605 3504 1482, PAN AXZPJ 2142C) by faith Hindu, by

occupation business, residing at 8, Ghoshpara Road, P.O. Barrack pore, P.S. Titagarh, District North 24-Parganas, Kolkata 700122 herein referred to as the DEVELOPERS (which expression unless excluded by or repugnant to the context be dint to mean and include their heirs, executors, administrators and assigns in office) of the **SECOND PART.**

AND

Mr./Mrs. X (AADHAR No. xxxxxxxxx, PAN – XXXXX) son/wife of Y, by faith XXX by occupation XXX residing at XXXX herein referred to as the PURCHASER/S(which expression unless excluded by or repugnant to the context be dint to mean and include their heirs, executors, administrators and assigns in office) of the **THIRD PART.**

WHEREAS one Ramgopal Siddhanta was the owner in respect of land measuring about 99 satak equivalent to 3 bighas a little more or less lying and situated at Mouza Chandan pukur, C.S. Khatian No. 627, C.S. Dag No. 1232, 1233, 1234, 1235 JL No. 2, Re. Sa. No. 15, Touzi No. 340, 108 and 182 corresponding to R.S. Dag No. 1232, 1233 and 1235, R.S. Khatian No. 1280 A.D.S.R, Barrack pore within the then Ward No. 1 present Ward No. 2 of Barrack pore Municipality P.S. Titagarh, District North 24-Parganas.

AND WHEREAS one Maheswar Mukhopadhyay was the owner and Dakhalkar Basat Proja in respect of the afore said plot of

land and after his demise the aforesaid land was inherited by his wife Sova Rani Debi and two sons namely Bireswar Mukhopadhyay and Dilip Kumar Mukhopadhyay as his only heirs and successors.

AND WHEREAS said Sova Rani Debi, Bireswar Mukhopadhyay and Dilip Kumar Mukhopadhyay being the owners of the aforesaid plot of land by way of inheritance recorded their names in two parts in the R.O.R. i.e. 62 satak of land in R.S. Dag No. 1232, 1233 and 1235 under khatian No. 1280 and the rest land i.e. 37 satak in R.S. Dag No 1234 under khatian No. 1281.

AND WHEREAS one Makhanlal Dasgupta purchased the said 99 satak of land from said Sova Rani Debi, & others in the name of his elder brother Akshay kumar Dasgupta by a registered sale deed being No. 4673 dated 25.04. 1956 and said Akshay Kumar Dasgupta was the benamdar in respect of the said 99 satak of land. And by dint of execution of a deed of release on 07.06.1963 registered at the office of the ADSR, Brrackpore being No. 3125 said Akshay Kumar Dasgupta transferred the aforesaid 99 satak of land in favour of his brother Makhan Lal Dasgupta who was in full possession of said 99 satak of land. AND WHEREAS said Makhan Lal Dasgupta due to urgent need of money sold out 3 cotta danga land lying and situated at Mouza Chandanpukur, JL No.2, touzi No. 340.108 and 182,

Re.Sa. No. 15, appertaining to RS Dag no. 1233, RS Khatian No. 1280 modified khatian No. 752 within holding No. 179(103), JRR Road, Kalia Nibas, of the then Ward no. 1 present Ward No.2 under Barackpore Municipality out of said 99 satak of land to one Asit Kumar Sarkar by a registered sale deed being No. 374 registered at the office of the ADSR, Barrackpore recorded in book No. 1, volume No.12 written in pages from 126 to 129 on 31.01.1973 and after purchasing the land constructed one tile shed pacca structure measuring about 100 sft thereon and was in full enjoyment of the property and mutated his name with the Barackpore Municipality and other statutory body.

AND WHEREAS said Asit Kumar Sarkar due to some urgent need of money sold out his said land of 3 cotta at 179(103), JRR Road, Kalia Nibas, in the then ward No.1 now ward no.2 of Barackpore Municipality to 1. Sri Biswanath Deb son of Sri Sukhen Deb, 2. Sri Rahul Jaiswal son of Sri Gobinda Shaw, 3. Sri Om Prakash Agarwal son of Late Jagadish Prasad Agarwal by a registered deed registered at the office of the A.D.S.R, Barrack pore recorded in Book No. 1, Volume No. 1505-2016 appeared at pages 75391 to 75414 being deed No. 150502879 on 17.06.2016.

AND WHEREAS while Sri Biswanath Deb, Rahul Jaiswal and Om Prakash Agarwal were in absolute possession of the said land said Om Prakash Agarwal died on 07.04.2018 leaving behind him his wife Tara Debi Agarwal and one son Sri Abhijit Agarwal and one daughter namely Anamika Bajaj (nee Agarwali)

and thus 1/3 share of the said property devolved upon legal heirs of Late Om Prakash Agarwal.

AND WHEREAS Smt. Tara Debi Agarwal wife of Late Om Prakash Agarwal and Anamika Bajaj wife of Sri Sanjib Bajaj and daughter of Late Om Prakash Agarwal out of love and affection transferred their share in respect of the said property in Favour of Sri Abhijit Agarwal by dint of a gift deed registered at the office of the ADSR, Barrackpore on 05.09.2018 and thus Abhijit Agarwal became a co-sharer of the aforesaid property having 1/3 equal share therein.

AND WHEREAS aforesaid Makhan Lal Dasgupta after dispensing with substantial portion of land out of said 99 satak retained in his possession a danga land of 21 katha 5 chatak but physically about 21 katha 3 chatak 19 sft. lying and situated at Mouza Chandan pukur, J.L. No. 2, Touzi No. 340,108,182, Re. Sa. No. 15, C.S. Khatian No. 627, R.S. khatian No. 1280 R.S. Dag no. 1233 at holding No. 179(103), JRR Road, Kalia Nibas, of the then Ward no. 1 present Ward No.2 under Barrackpore Municipality.

AND WHEREAS while in possession of said land of 21 katha 3 chatak 19 sft. said Makhan Lal Dasgupta died intestate on 03.05.1986 leaving behind him 3 sons namely Alak Dasgupta, since deceased, Sri Swapan kumar Dasgupta and Sri Tapas Dasgupta and four daughters namely Smt. Chitrlekha Dasgupta, Smt. Anjana Dasgupta, Smt. Patralekha Dasgupta and Smt. Apale Sen (nee Dasgupta) thus the entire estate left

by deceased Makhan Lal Dasgupta devolved upon his three sons and four daughters and they became 1/7 th share of landed property each.

AND WHEREAS said Alak Dasgupta died unmarried on 25.07.2007 and his share on the land devolved upon his surviving brothers and sisters and the remaining brothers and sisters namely Sri Swapan kumar Dasgupta and Sri Tapas Dasgupta and Smt. Chitrralekha Dasgupta, Smt. Anjana Dasgupta, Smt. Patralekha Dasgupta and Smt. Apale Sen (nee Dasgupta) became owner and successor of 1/6th share each of land therein.

AND WHEREAS out of love and affection said Sri Swapan Kumar Dasgupta, Smt. Chitrralekha Dasgupta, Smt. Anjana Dasgupta, Smt. Patralekha Dasgupta and Smt. Apale Sen (nee Dasgupta) transferred their undivided 5/6th share of landed property in favour of their brother tapash Dasgupta by executing a Registered Gift Deed registered at the office of the ADSR, Barrackpore on 11.07.2013 registered in Book No.1, volume No. 23, written in pages 1624 to 1643 being No. 07142. Thus said Tapas Dasgupta with his own undivided 1/6th share he inherited and 5/6th share he got by way of Gift deed No. 07142 dated 11.07.2013 became the absolute owner and possessor of 21 katha 3 chatak 19 sft of danga land at Mouza Chandan pukur, J.L. NO. 2, Touzi No.340.108,182 C.S. Khatian No. 627 RS Khatian No. 1280, R.S. dag No. 1233 within the local

jurisdiction of ADSR, Barackpore at holding No. 179(103) JRR Road, Kalianibas, ward No.2 of Barrackpore Municipality .

AND WHEREAS said Tapas Dasgupta being urgently in need of money transferred the danga land of 21 katha 5 chatak physically measured at 21 katha 3 chatak 19 sft lying and situated at Mouza Chandan pukur, J.L. No. 2, Touzi No. 340,108,182, Re.Sa. No. 15, C.S. Khatian No. 627, R.S. khatian No. 1280 R.S. Dag No. 1233 at holding No. 179(103), JRR Road, Kalia Nibas, of the then Ward no. 1 present Ward No.2 under Barackpore Municipality to the present party of the First Part by a registered sale deed registered at the office of the ADSR, Barrackpore, registered in Book no. 1 volume No, 1505-2019 written in pages 141576 to 141611 being No. 150504794 on 30.09.2019.

AND WHEWREAS the party of the First part on the strength of Deed No. 150502879 registered on 17.06.2016 for a land of 3 katha and on the strength of another deed being No. 150504794 dated 30.11.2019 for 21 katha 3 chatak 19 sft. they have become joint owners and possessors of a contiguous total land measuring about 24 katha 3 chatk 19 sft.

AND WHEREAS the party of the First Part for the better use and enjoyment of the land amalgamated both the properties measuring 24 katha 3chatak 19sft. before the concerned authority/authorities and its holding No. has been reissued as 15/6/1 kalianibas South, Barrack pore, P.O. Nona Chandan pukur, P.S. Titagarh, district North 24-Parganas, Kolkata -

700122 lying and situated at Mouza Chandan pukur, J.L. No.2 Re. Sa. No. 15, Touzi No. 340, 108,182 C.S. Khatian No. 627, R.S. Khatian no. 1280 corresponding to L.R. Khatian No. 4103, 4121, 4108, 4102, 4101, 4102 4092 R.S. Dag No. 1233 corresponding to L.R. Dag No. 1233 within A.D.S.R, Barrackpore presently Holding No. 15/6/1 kalia nibas South, at ward No.2 within Barack pore Municipality more fully described in the Schedule "A" property.

AND WHEREAS the party of the First Part intending to construct a multi-storied building in their own landed property entered into an agreement Being No. 10157 dated 09.12.2023 with **M/s AAKRITI INFRACON** (PAN ABTFA4324K) having its place of business or Registered Office at 15(6/1) Kalia Nibas South, Barrack pore, P.O. Nona Chandan Pukur, P.S. Titagarh, District North 24-Parganas, Kolkata 700122, West Bengal represented by its Partners 1. SRI ABHIJIT AGARWAL, son of Late Om Prakash Agarwal (AADHAR No. 4926 4459 8267, PAN –AJZPA 13432H) by faith Hindu, by occupation service, resident of AB131, Sector-1, Salt Lake City, Hari Bus Stop, P.S. Bidhannagar, P.O. Bidhannagar, Kolkata- 64 2. SRI BISWANATH DEB (AADHAR No. 9144 3773 0159, PAN – AIOPPD4848N) son of Sri Sukhen Deb by faith Hindu, by occupation –business, residing at 41/B Kalia Nibas Main Road, P.O. Nona Chandan pukur, P.S. Titagarh, District North 24-Parganas, Kolkata 700122, 3. SRI RAHUL JAISWAL (AADHAR No. 7605 3504 1482, PAN AXZPJ 2142C) by faith Hindu, by

occupation business, residing at 8, Ghoshpara Road, P.O. Barrack pore, P.S. Titagarh, District North 24-Parganas, Kolkata 700122 herein referred to as the DEVELOPERS for constructing one multi storied building upon the landed property of the party of the First Part specifically described in Schedule "A".

AND WHEREAS the party of the FIRST PART for construction of one G+5 multi storied building on the land of party of the FIRST PART accorded DEVELOPMENT POWER OF ATTORNEY to M/s AAKRITI INFRACON which has been duly registered at the office of the ADSR, Barrackpore registered in Book No.1, volume No. 1901 -2023, pages from 434157 to 434196 being No. 190110303 for the year 2023 on terms and conditions specified therein.

AND WHEREAS the DEVELOPERS i.e. M/s AAKRITI INFRACON the party of the SECOND PART herein in terms of the Development Agreement with the owners of the of the FIRST PART prepared a building plan and obtained sanction from Barrackpore Municipality for construction of the six storied (G_5) building took charge for construction and completed the building over the said plots of land mentioned in Schedule "A" herein .

AND WHEREAS the Purchaser desirous to own and acquire ALL THAT one self contained **Flat No.** measuring **Super-Built up Area ... square feet** on the **Floor** including Undivided Proportionate Share of Common Parts and Common Areas

including staircases and staircases landing, roof etc. comprised of the said Building and the said Flat is more fully and particularly described in the Second Schedule hereunder written hereinafter called the said Flat approached the Developer and the Developer agreed to sell the said Flat to the Purchasers on the terms and conditions, covenants contained hereunder.

NOW THIS INDENTURE WITNESSETH that :

- I. In pursuance of the said Agreement and in consideration of the sum of Rs. (.....) **only** towards cost of the said Flat paid by the Purchaser to the Vendors and Developer, as per memo of consideration, at or before the execution hereof (the receipt whereof the Vendors the payment of the same and forever release discharge and acquit the Purchaser and the said Flat) the Vendors and the Developer do hereby transfer, sell, Convey, assign and assure to and unto the Purchaser.
 - a) **ALL THAT Flat No. Measuring Super-Built up Area ... square feet** on the **Floor** in the Housing complex (hereinafter called "**xxxxx APARTMENT**") and more fully described in the Second Schedule hereunder.
 - b) TOGETHER WITH the proportionate undivided share in the Land of the said more fully described in the First Schedule hereto.

- c) TOGETHER WITH the undivided proportionate share in the Common Parts and Common Areas of the Block/Building as specified in the Third Schedule.
- d) TOGETGER WITH the right to use of all common parts and common Areas of the Housing Complex described in the Fourth Schedule and common Parts and Common Areas of the Block/ Building as specified in the Third Schedule in common with flat owners/occupiers of the concerned Block and the Housing Complex for the beneficial use and enjoyment of the said Flat.

II) Such a transfer is subject to

- a) ALL the provisions contained herein but otherwise free from all encumbrances
- b) ALL the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat as mentioned in the Sixth Schedule
- c) ALL the rights and properties hereby sold and transferred and expressed or intended so to be is hereinafter called the said Flat.
- d) ALL the Reversion or Reversions and Remainder or Remainders and the rent issues and profits therof
- e) AND all the estate tight title claim interest and demand whatsoever both at law and in equity of the Vendors in the said Flat of any part and parcel thereof.

f) TO HAVE AND TO HOLD the said Flat with common rights hereby granted sold transferred conveyed assigned and assured to and unto and the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in the fee simple in possession without any manner of condition use trust or other things whatsoever to alter defeat encumber or make void the same EXCEPTION AND RESERVING such easement of quasi-easements rights and privileges as are mentioned in the Seventh schedule here under And SUBJECT TO the observance of the terms, conditions and covenants and the stipulations and obligations to be observed by the Purchaser as mentioned in the Ninth Schedule and hereunder written and also SUBJECT TO the Purchaser's paying and discharging taxes and impositions on the said Flat wholly and the common expenses as are mentioned in the Fifth Schedule hereto and all other outgoings in connection with the said Flat wholly and the said building and the Building Complex proportionately.

III) THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER

as follows :

a) That notwithstanding any act, deed or thing done or executed or knowingly suffered to the contrary by the Vendors or by any of their predecessor-in-title, the

interest which the Vendors do hereby profess to transfer subsists and that the Vendors have the full right, power and absolute authority to grant sell transfer convey assign and assure unto the Purchaser the said Flat together with the above mentioned rights in the manner aforesaid.

- b) That it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Flat and every part thereof and to receive rents issues and profits thereof without any interruption disturbance claim or demand whatsoever form or by the Vendors of any person(s) lawfully or equitably claiming under them or in trust for the Vendors and freed and cleared from and against all manner of encumbrances torts lies and attachments whatsoever save only those as are herein expressly contained.
- c) The said Flat and all other properties and rights hereby transferred and free from all encumbrances, attachments, liens, lispensens whatsoever made or suffered by the Vendors or any person or persons lawfully and equitably claiming as aforesaid.
- d) The purchaser shall be absolutely acquitted exonerated discharged saved harmless and kept indemnified against all estates, encumbrances, charges, whatsoever made or suffered by the Vendors or any person or persons lawfully and equitably claiming as aforesaid.

- e) That the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said Flat together with the rights hereby granted unto the Purchaser and in the manner aforesaid.

IV. THE PURCHASER DOETH HEREBY COVENANT AND AGREE WITH THE VENDORS as follows:

- a) Obligations of the Purchaser:
1. To observe perform and fulfil the covenants stipulations and obligations required to be performed by the Purchasers as mentioned in the Ninth Schedule hereto and pay all taxes, maintenance charges and all other outgoings in respect of the said Flat from the date of receiving possession of the said Flat wholly and the Common Portions proportionately.
 2. That the purchaser shall be liable to bear and pay proportionate municipal rates and taxes in respect of the undivided proportionate share in the land and the said Flat from the date of taking possession of the Flat and/or registration of Deed of Conveyance whichever is earlier irrespective of whether the Flat is separately assessed to

such rates and taxes or all the Flats in the Building are jointly assessed.

3. That the Purchaser shall pay an interest free deposit to the Maintenance Company/Association of flat owners/ Body/ formed of constituted for the management of the common areas and ancillary and incidental activities as Security Deposit on account of maintenance charges.
4. That the Purchaser shall after taking over possession of the Flat undertake to abide by all the rules and regulations as may be framed by the Maintenance Company/ Association of flat owners/ Body/ and pay regularly to them by the day of every month the proportionate share of common expenses and outgoings as mentioned in the Fifth Schedule hereunder..
5. The Purchaser shall not for any reason whatsoever obstruct the Vendors in their transferring the remaining share in the land, the other portion and the building and/or any part thereof to any person or persons.
6. The Purchaser shall not change the location of appearance of the windows, doors, balconies drain pipes, air-conditioner etc. in any manner what so ever, which would affect the elevation of the Building generally.

b) Rights of Purchaser:

1. That the water supply system, pump, staircase, staircases landings, overhead tank, privy, ultimate roof

and the other common portions of the building shall always remain common property of the Purchaser for the purpose of common user and nobody shall create any hindrance in respect of the common user of such property.

2. That the purchase shall have undivided interest in the land underneath the building in which the said flat is situated which shall remain joint for all time with the other co-owners who may hereafter or hereto before have acquired title and interest in the land and in any flat in the building. It is being hereby further declared that the interest in the land is impartible.
3. That the roof of the ultimate floor of the Building in which the Flat is situated shall always be the common property for the users of all the purchasers and/or unit holders of the said Building but shall none have right to make any further construction thereon.
4. That the purchaser shall have right to the respective side of the common partition wall demarcation his/her/their flat from another, adjacent to their flat and shall not be entitled to damage or open door or window on the same encroaching the privacy of the adjoining flat owners and shall have no right over the vacant land adjoining the said block of the said premises.

5. That the purchaser shall from the date of possession of the said flat pay the common expenses mentioned in the Fifth /Schedule hereto.
6. The purchaser shall become the member of the Flat Owners Association (If formed) or any body constituted for the upkeep of the common areas.

THE FIRST SCHEDULE ABOVE REFERED TO

(THE SAID PREMISES)

All that piece and parcel of land measuring more or less 24 katha 3 chatak 19 sft. be the same a little more or less together with (G+5) multi storied building thereon, comprised in R.S. dag No. 1233 corresponding L.R.Dag No. 1233 R.S. Khatian No. 1280 corresponding Khatian No. 1280 J.L. No.2 Touzi No. 340, 108, 182 Re.Sa. No. 15, Mouza Chandanpukur, ADSR, Barrack pore in Ward No.2 under Barack pore Municipality P.O. Nona chandnpukur, Barrack pore, P.S. Titagarh, district North 24-Parganas, Kolkata 700122 butted and bounded in the manner as follows:-

On the north:

On the south:

On the east:

On the west:

THE SECOND SHEDULE ABOVE REFERRED TO

(COMMON PARTS OF THE BUILDING)

All that ONE SELF CONTAINED Flat No. xxx(xxxx side) on the xxx floor of the building named as..... Apartment constructed on the land described in the First Schedule above written containing Super Built Up Area square feet with /without lift facility and with Floor Tiles flooring (along with undivided undemarcated impartible proportionate share of interest in the land described in the First Schedule of the (G+5) storied building at Holding No. Kalianibas South, Post Office - Nona Chandan Pukur, P.S. Titagarh, District North 24-Parganas, Kolkata -700122 under the perimeter of ward no.2 of the Barra pore Municipality. A copy of sketch map showing the Flat with RED border and detailed measurement of the flat annexed hereto and which shall be treated as part of this DEED.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts of the Building)

1. Roof Terrace.
2. Letter boxes.
3. Rising main lines for water supply and water supply lines to toilets and kitchen and ring main on the terrace.
4. Rising main of electricity service.

5. Electrical meter boards and Transformer installed by the W.B.S.E.D.C.L.
6. Sewage, collage and storm water drainage pipe works.
7. Telephone cables, cables for intercom.
8. Main lines for TV / Cable TV

(Common Areas of the Building)

1. Entrance lobbies and common circulation spaces.
2. Staircases and Landings and common passages at all floors.
3. Overhead Water Tank.
4. Space required for common utilities.
5. Deep tube wells

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts of the Housing Complex)

1. Compound walls.
2. Entrance gates and security check posts
3. Street lighting, compound lighting and fixtures
4. Deep tube wells and pumps accessories.
5. Electirical sub-station including transformer switch gears control panels etc.
6. Sewage and water lines.
7. Water distribution network.
8. Garden area as and where space available.
9. Internal roads, pathways and driveways.
10. Any other area earmarked for common use.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The expenses of mainataining, repairing, redecoration etc. of the building in particulars of roof, water, tanks, gurrer and rain water pipes of the building waters pipes and electric wires, under or upon the building and enjoied of used by the Purchaser in common with the other occupiers of other Flats and parking space and the main entrance, passages, landings and staircase of the building compounds, terraces etc.
2. The cost of clearing and lighting the passage, landings, staircases and other parts of the building so enjoyed or used by the Purchasers as aforesaid.
3. The cost of the salaries of clerks, bill collectors, sweepers, watchmen etc.
4. The cost of working and maintenance of water connection lights, lifts, pumps and other services.
5. Municipal and oter taxes including GST is implsed.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(RIGHTS EASEMENTS QUASI-EASEMENTS
AND APPURTENANCES OF THE PURCHASER)

1. As from the date of possession of the Flat, the Purchaser:
 - a) Shall have right of access in common with all flat owners or Occupiers and the Vendors of the Flats for the time being, and their respective servants and licensees at all times for all normal purposes connected with the quiet and peaceful use and enjoyment of the Flat, Common Areas and Common Parts of the Block and the Housing Complex including footpaths, roads, gardens etc.
 - b) Shall have right of way in common with all the flat owners and the Vendors of Flats at all times for all purposes connected with reasonable use of enjoyment of the said Flat, with or without vehicles over and along such driveways, footpaths and parking ways (if purchased by the Purchaser separately).
 - c) Shall have right of support and protection from the other Flats as the case may be by all parts sold to other flat owners and the Vendors of Flats, so far as they now support and protect the same.
 - d) Shall have right to the passage of electricity, water etc. to and from the said Flat through the pipes drains and wires lying below or above or around all other Flats for the common usage by all the owners and the Vendors of Flats in the Building and Housing Complex.

e) Shall have right with or without workmen and necessary material to enter from time to time upon adjoining Flats for the purpose of repairing so far as may be necessary of pipes drains wires and conducts aforesaid and for the purpose of repairing or repainting any parts of the Flat or for the purposes of cleaning the windows thereof (in so far as such repairs repainting or cleaning) as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable previous notice of the intention so to enter to the Vendors or Occupiers for the time being of the other Flats.

f) Shall not obstruct any pathways driveways footpath and sidewalls and lobbies used for any purpose other than for ingress to and egress from the Building and other Building as the case may be.

2. All appurtenances, facilities and other items which are not part of the particular Building and is meant for common use of all the Flat owners, the Vendors shall be general common element and the same shall be included by way of description but not by way limitation.

a) All Land comprised in the said Housing Complex.

b) All private streets, driveways, curbs and sidewalls.

c) Utility lines, water connections electric connections.

- d) Public connections and meters for electricity telephone and water not owned by the public utility or other agencies.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the Common Areas of the Building and the Housing Complex serving more than one Flat.
- f) All tangible personal property required for the operation and maintenance and administration of the Building and the Housing Complex.
- g) Any easement or other right which may now or hereafter be granted for the benefit of the Flat owners or others for access to or use of the general common elements.
- h) All other facilities or elements of any improvements within the Building and the Housing Complex necessary or convenient of the management operation, maintenance and safety of the Building and the Housing Complex or normally in common use.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(RIGHTS EASEMENTS QUASI-EASEMENTS

AND APPURTENANCES RESERVED FOR ALL OWNERS OF FLATS)

1. The Right to support and protection for the upper or lower Flat by all parts of the Building so far as the same now support and protect.
2. The Right (in common for the Purchaser, their successors in title, the Vendors or occupiers for the time being of the Building of any part thereof and their respective servants and licensees) as hitherto enjoyed by the Owners of Flats for access at all times for all purposes connected with the reasonable use and enjoyment of the Common Parts of the Building and the Housing Complex but not so as to prejudice or interfere with the exclusive right of the Purchaser if any.
3. Right of passage (in common for the Purchaser and others as aforesaid) of electricity, water etc. from and to any part of the Flats of other Owners through pipes, drains, wires etc. lying under, through or over the Flat so far as may be reasonable necessary for the beneficial occupation of the Flats of other Owners for all purposes.
4. The right (in common with the Vendors/Purchaser) with or without workmen and necessary material to enter from time to time into or upon the Flat for the purpose of repairing so far as may be necessary of pipes, Drains, wires and conduits as aforesaid and for the purpose of repairing or repainting any parts of

the other Flat or for the purpose of cleaning the windows thereof (in so far as such repairs repainting to cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable, previous notice of their intention so to enter to) the Purchaser or the Vendors or occupiers for the time being of the other Flats and making good to the reasonable satisfaction of the Purchaser of such other as aforesaid any damage caused to any part of the other Flats arising out of the exercise of the right reserved by this paragraph) and the right to enter and examine the condition of the flat and to execute repairs there in.

5. The right (in common aforesaid) to use for purposes only of access to and egress from the upper Flat at the front entrance to the Building and that part of the entrance all of the lower Flat leading to the staircase to the upper flat and the exclusive right as aforesaid to use for such purposes as aforesaid the said staircase subject to the liability to keep the same clean and tidy and unimpeded by any obstruction.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

PARTICULARS SPECIFICATIONS

Structure	Building is designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
External Wall	...Thick brick wall and plastered with cement mortar.
Internal Wall	... or ... thick brick wall and plastered with cement mortar.
Floor	Floor has tiles with ... skirting (all bed rooms, drawings, dining space and verandah and toilet & kitchen).
Bathroom	Bathroom has quality glazed tiles up to height of Feet on walls. One toilet of Indian type white commode of standard brand with standard P.V.C. cistern. All fittings are in standard type one wash hand basin is in dining space of Flat.
Plumbing	Toilet concealed wiring with one bibcock, one shower; all fittings are of standard quality.

Kitchen	Cooking platform and sink are provided with black stone ft high glazed standard tiles above the platform.
Door	All doors are good quality Flash Door.
Electric wiring	The wiring of the entire flat is concealed with best quality wire and switch. The following points have been provided. Bed Room : Light Pt. ... Fan pt. ... Plug pt, ... (..... amp. & amp.) Kitchen : Light pt., Plug (...amp) & extra Amp plug point. Toilet : Light Pt. ... Exhaust fan pt. ... Balcony : Light Pt ... Plug pt. ...
Windows	Frame and shutter fully glass, panel with good quality M.S. grill.
Painting	a) Inside wall of the flat finished with plaster of paris/putty and external wall with super snowcem or equivalent.

b) All doors and windows frame and shutter painted with two coats white primer.

Water supply

24 hours supply of sufficient water has been provided by installing Deep Tube Well with electric pump and motor. Overhead and underground reservoir has also been provided.

Lift

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THE SEVENTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS TO BE OBSERVED AND PERFORMED BY FLAT
HOLDERS/VENDORS OF FLAT)

1. Obligations

The Purchaser agree and undertake-

- a) To submit the said Flat to the applicable statutes and comply with the provisions thereto in relation to the apartment owners.
- b) To execute and register such declaration and instruments as shall be required to be filed with competent authority in accordance with law.
- c) To co-operate with the management and maintenance of the said Flat, Building and the said Housing Complex by the Association or

Body formed and the Rules framed there under for the purpose of management and maintenance of the Housing Complex and abide by the direction and/ or decisions of the Managing Committee as may be made from time to time in the best interest of the Housing Complex.

- d) To observe the rules and regulations framed in accordance with law by such body or association for quiet and peaceful enjoyment of the said Building and Housing Complex.
- e) To allow workers to enter into the Flat, Building and Housing Complex for the purpose of maintenance and all repairs.
- f) To maintain the structure of the said Flat in such a state of repair and conditions as shall at all times hereafter ensure the maintenance of support and protection to the said Flat.
- g) To permit the Body and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter and examine the condition of the said Flat.
- h) To pay all proportionate charges of electricity relating to the common Parts and Common Areas of the said Building where the Flat is

situated and Common Parts and Common Areas of the Housing Complex.

- i) To pay all damages to any common fixtures and fittings of the Building and Housing Complex caused by the Purchaser of the flat & Garage of his/her/their guests or servants or licensees.
- j) In case of transfer by way of sale or lease (except by way of mort-gage) of the said Flat, the Purchasers shall within one month of such transfer give notice thereof in writing with particulars thereof to the Body concerned with the management of the Housing Complex and to produce the Body a certified copy of such conveyance, assent, transfer or lease. In the case of a devolution of the interest of the Vendors perfected by any assent within twelve months after the happening thereof, to produce to the Body the probate of the will or letters of administration under which such devolution arises or to produce satisfactory evidence in support of such devolution.

2. Stipulations

The Purchaser/Vendors of Flats shall:

- a) Not at any time to make any structural alternation, modification or addition to the said Flat.
- b) Not make any structural additions and/or alteration to the said flat such as beam, columns, partition walls etc. Or improvements of a permanent nature except with prior approval in writing of the Association or Body.
- c) Not build, erect or put upon the common portions of the building and housing complex of any item of any nature whatsoever.
- d) Not lessen or diminish the support or protection now given or afforded by all parts of the sold flats to the upper and/or lower Flat [and in particular not to submit the floor of the upper flat to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight].
- e) Not hang from or to attach to the beams or rafts any article or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

- f) Not do or cause anything to be done in or around the said flat which may cause or tantamount to cause or affect any damage to any flooring or ceiling of the building and Flats therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available of common use.
- g) Not damage, demolish, cause to be damaged, or demolished any portion of the common portion of the Building and the Housing Complex at any time or the fittings affixed thereto.
- h) Not close or permit the closing of verandas or lounges or balconies and lobbies and common portion.
- i) Not to fit, fix and install air conditioner on any part of the said flat excepting the places designated by the Developer.
- j) Not to use the flat for commercial purpose or any purpose saver and except excluding for residential purpose.
- k) Not to permit or suffer to be done in or upon the flats anything which may be or become nuisance, annoyance or cause damage or inconvenience to the other Flat owners.

- l) Not to throw any dirt, rubbish or any refuse or permit the same to be thrown or accumulated.
- m) Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion or any fittings or fixtures thereof including the life of the residents.
- n) Not obstruct the Vendors /Developers using, allowing others to use transferring or making any construction on any part of the land save the building in which the Flat is situated.
- o) Not obstruct the vendors/Developers in selling or granting rights to any person on any part of the portion and /or the building (excepting in the flat)

3. Discipline and Co-operation

The purchasers /Owners of the Flat shall:

- a) Cooperate and participate in the maintenance of the image and dignity of the Block and the housing complex and the locality and ambiance.
- b) Not do anything that may cause disturbance of peace, harmony beauty and decency or aesthetic quality of the surroundings.

- c) Shall take part, be actively participant in the activities of the Association or Body, and obey the decisions of the majority of the Flat owners and or of the Association or Body.

THE TENTH SCHEDULE ABOVE REFERRED TO

The terms used herein shall unless be contrary and /or repugnant to the context have the following meaning:

1. Said Building shall mean the multistoried building constructed on the premises specified in the Schedule "A" in the name ofAPARTMENT
2. Common expenses shall mean and include all expenses to be incurred for the maintenance, management and upkeep of the Flats and Building and housing complex.
3. Common parts shall mean all common areas; driveways, erections constructions and installations comprised in the said Premises and Building as specified in the Fourth schedule hereto.
4. Common purposes shall mean the purposes of maintaining, managing the common interest of the purchasers relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Flats.
5. Covered area shall mean area of the Flat including balconies and basement shape if any and also the thickness from outer walls and also thickness of internal walls

IN WITNESS WHEREOF the parties do hereby put their hands and signatures on this DEED of CONVEYANCE in the presence of the following witnesses on this day , month and year first above written.

SIGNED SEALED & DELIVERED
IN THE PRESENCE OF

Witnesses:

1.

2. Signature of the Land Owners/Vendors

Signature of the Developers

Drafted and prepared by

AJAY BARMAN RAY

Advocate

Calcutta High Court

(WB/1958/2013)