

THIS DEED OF CONVEYANCE is made on this ..... day of ..... Two Thousand and Twenty Four (2024).

**BETWEEN**

(1) **Sri Partha Sarathi Das** (having PAN : ADRPD3158L,Aadhaar No.8496 2026 4760) son of Late Rabindranath Das, by faith : Hindu, by Occupation : Business, Nationality : Indian (2) **Smt. Aruna Das** (having PAN : AGTPD1564B,Aadhaar No.4707 6952 5325) wife of Sri Partha Sarathi Das, by faith : Hindu, by Occupation : House-wife, Nationality : Indian (3) **Sri Indranil Das** (having PAN : CJKPD5983J,Aadhaar No.6683 8347 7414) son of Sri Partha Sarathi Das, by faith : Hindu, by Occupation : Student, Nationality : Indian (4) **Sri Asutosh Das** (having PAN : AFYPD1472N,Aadhaar No.5943 3237 0692) son of Late Rabindranath Das, by faith : Hindu, by Occupation : Business, Nationality : Indian (5) **Smt. Swapna Das** (having PAN : AITPD1492J,Aadhaar No.7253 2548 6465) wife of Sri Asutosh Das, by faith : Hindu, by Occupation : House-wife, Nationality : Indian all 1 to 5 residing at 83, Rabindranagar, Laskarpur, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, District South 24 Parganas, (6) **Sri Sanjib Dey** (having PAN : BAVPD4231N,Aadhaar No.3429 8939 0227) son of Late Atul Dey, by faith : Hindu, by Occupation : Business, Nationality : Indian, residing at Rabindranagar, Laskarpur, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, District South 24 Parganas, being represented by/or acting through their Constituted Attorney, **M/S.PARADISE LAND & HOUSING CO**, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084, represented by its sole proprietor, **SRI DIPAK KARMAKAR (PAN-AIEPK 9983A,Aadhar No. 2950 7807 3688, Phone-9331039680)** son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, P.O. & P.S. - Jadavpur, Kolkata - 700 032, District South 24-Parganas, by a Development Power of attorney registered in Book No.1, Volume No.1608-2024, Pages from 25237 to 25253, Being No. 01387 for the year 2024, registered at A.D.S.R. Sonarpur ,hereinafter jointly and collectively called and referred to as the **OWNERS/VENDORS**, (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include, their heirs, successors, executors, administrators legal representative and assigns) of the **FIRST PART**

**AND**

**M/S. PARADISE LAND & HOUSING CO.**, having its principle place of business at 1D, Milan Park, P.O. Garia, P.S.Patuli, Kolkata-700084, a proprietorship business of **SRI DIPAK KARMAKAR**, (PAN- AIEPK 9983A, Aadhaar No. 2950 7807 3688, Phone-9831007742), son of Late Gopal Chandra Karmakar, by faith Hindu, Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent-Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C. Mallick Road, P.O. & P.S. - Jadavpur, Kolkata - 700 032, District South 24-Parganas, hereinafter referred to as the "**PROMOTER/ DEVELOPER**", (which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, representatives, executors and administrators and assigns) of the **SECOND PART**.

**AND**

**Mr.....**, (PAN :..... Aadhaar No....., Phone No. ....) son of ..... by Occupation-....., by Religion- Hindu, Nationality- Indian, Residing at ..... P.O..... P.S....., District -..... Pin - ....., hereinafter referred to as the **ALLOTTEES/PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, representatives administrators executors and assigns) of the **THIRD PART**.

**WHEREAS:**

The Owners/Vendors are lawfully seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 20 Cottahs 12 Chattaks 14 Sq.ft, (the entire land has been converted into Bahutal Abasan), but as per L. R. Records and also Panchayet assessment records land measures more or less **34 decimals along with proposed (G+IV) storied building standing thereon** lying and situated at Mouza- Ramchandrapur, J.L.No.58, Pargana-Magura, R.S. No.196, Touzi No.110 comprising in R.S. Dag Nos. 706, 718 & 709, L.R. Dag No.797, 800 and 806, appertaining to C.S and R.S. Khatian Nos.86, 110 & 174, L.R. Khatian No.1865, 1866, 2241, 3140, 3141 and 3150, Holding No.2077 (formerly 2076), under Bonhooghly Gram Panchayat-1, A.D.S.R.office at Sonarpur, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103, hereinafter referred to and constituting the SAID PREMISES (as hereinafter defined), more fully described in **SECOND SCHEDULE** hereunder written.

**A. The Title Documents of the Owners as follows:-**

**PART-I**

(1) One Atul Chandra Biswas was the sole and absolute owner of a plot of land measuring 33 Decimals lying and Situated at Mouza-Ramchandrapur, Pargana-Magura, J.L.No58, C.S and R.S. Khatian No. 86, R.S. Dag No.706 and thereafter the said Atul Chandra Biswas died intestate leaving behind his wife Anandamayee Biswas, two sons namely Satya kinkar Biswas and one other and two daughters namely Nirmala Naskar, wife of Jiban Krishna Naskar and Bimala Kayal, wife of Haru Kayal as his legal heirs and successors and claimants. The said One son died in a single state leaving behind him only mother, Anandamayee as his sole legal heir and successors.

(2) The said Anandamayee Biswas gifted here entire share of land to her only son, Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at A.D.S.R. Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No.68, Pages- 282 to 288, being No.5201 dated 25.11.1987.

(3) The said Nirmala Naskar, gifted her entire share of land to her only brother, Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at Sonarpur A.D.S.R. office recorded in Book No.I, Volume No.68, Pages- 289 to 295 being No.5202 dated 25.11.1987.

(4) The said Bimala Kayal gifted her entire share of land to her only brother Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at Sonarpur A.D.S.R. office recorded in Book No. I, Volume No.68, Pages- 296 to 302, being No.5203 dated 25.11.1987.

(5) By virtue of claimants subsequently Satya Kinkar Biswas become the sole and absolute owner of the entire plot of land left by his father Atul Chandra Biswas, the land measuring 33 Decimal, lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706.

(6) Thereafter the said Satya Kinkar Biswas Gifted his entire plot of land lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to his only son Biswajit Biswas by virtue of a Registered Deed of Gift. The said Deed of Gift was registered in the office of Sub- Registrar at Sonarpur and it was recorded in Book No.I, Volume No. 42, Pagesfrom277 to 281, BeingNo.2798 dated 01.06.1981.

(7) The said Biswajit Biswas being seized and possessed of aforesaid Plot of land divided the said entire plot of land into different plots and thereafter the said Biswajit Biswas sold conveyed and transferred a plot land measuring about 4 Katha 12 Chhatak 14 Sqft being Plot No.14, Mouza-Ramchandrapur, ParganaMagura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Sourav Mukhopadhyay and Kaustav Mukhopadhyay through a registered Deed of

Sale on 29/06/1994. The said Deed of Sale was registered in the office of Addl. Dist. Sub-Registrar at Sonarpur and it was recorded in Book No.I, VolumeNo.57, Pages from 261 to 266, Being No.3904 for the year 1994.

(8) The said Biswajit Biswas further sold conveyed and transferred a plot of land measuring about 03Cottahs 07 Chattak 43 Sq.ft. being Plot No.15 lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Arijit Mukherjee through a Registered Deed of Sale on 29/06/1994. The said Deed of Sale was registered in the office of A.D.S.R. at Sonarpur and it was recorded in Book No.I, Volume No.57, Pages 268 to 274, Being No.3905 for the year 1994.

(9) The said Biswajit Biswas further sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chattak 19 Sq.ft. being Plot No.16 lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Surojit Mukherjee through a Registered Deed of Sale. The said Deed of Sale was registered in the office of A.D.S.R. at Sonarpur and it was recorded in Book No.I, Volume No.57, Pages 275 to 280, BeingNo.3906 for the year 1994 dated 29.6.1994.

(10) Thereafter the said Surojit Mukherjee sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chittaks 19 Sq.ft being Plot No.16 lying and situated at Mouza Ramchandrapur, Pargana Magura. J.L.No.58, C.S. and R.S. Khatian No.86 and R.S. Dag No706 to Major Soumen Adhikary through a Registered Deed of Sale. The said Deed of Sale was registered in the office of A.D.S.R at Sonarpur and it was recorded in Book No.I, Volume No. 39, Pages from 269 to 277, Being No.2245 for the year 2003 dated 07.03.2003.

(11) Thereafter the said Sourav Mukhopadhyay and Kaustav Mukhopadhyay sold conveyed and transferred a plot of land measuring about 04 Cottahs 12 Chattak 14 Sqft being Plot No. 14 lying and situated at Mouza Ramchandrapur, ParganaMagura, J,L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Partha Sarathi Das**, the Owner/Vendor no.1 through a Registered Deed of Sale. The said Deed of Sale was registered in the office of D.S.R-IV at Alipore and it was recorded in Book No.I, Volume No. 21, Pages 2160 to 2178, Being No.3506 for the year 2004 which was executed on 16.8.2004 and completion on 17/08/2004. After that the said Partha Sarathi Das the Owner/Vendor No.1 got his name mutated at the office of B.L.& L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1865 and Converted the aforesaid land from Danga to Bahutal Abasan vide Application date-16/08/2018, Conversion is allowed vide approval No.CN/2018/1615/158 dated 05.07.2019.

(12) Thereafter the said Arijit Mukherjee sold conveyed and transferred a plot of land measuring about 03Cottahs 07 Chittaks 43 Sq.ft. being PlotNo.15, lying and situated at Mouza :Ramchandrapur, Pargana :Magura, J.L.No. 58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Asutosh Das**, the Owner/Vendor No.4 througha Registered Deed of Sale. The said Deed of Sale was registered in the office of D.S.R-IV at Alipore and it was recorded in Book No.I, Volume No. 21, Pages 2135 to 2159 and Being No.3505 for the year 2004 which was executed on 16.8.2004 and completion on 17/08/2004. After that the said Asutosh Das got his name mutated at the office of B.L. & L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1866 and

Converted the aforesaid land from Danga to **Bahutal Abasan** vide Application date-18/04/2019, Conversion has been allowed vide approval No.CN/2019/1615/276 dated 10.06.2019.

(13) Thereafter the said Major Soumen Adhikary sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chittaks 19 Sq.ft. being PlotNo.16, lying and situated at Mouza -Ramchandrapur, Pargana-Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Sri Partha Sarathi Das**, the Owner/Vendor No.1 through a Registered Deed of Sale. The said Deed of Sale was registered in the office of Sub-Registrar at Sonarpur and it was recorded in Book No.I, C.D.Volume No. 12, Pages from 344 to 355, Being No. 3945 for the year 2010 dated 06.04.2010. After that the said Partha Sarathi Das got his name mutated at the office of B.L. & L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1865 and Converted the aforesaid land from Danga to Bahutal Abasan, vide Application date-16/08/2018, Conversion is allowed vide approval No.CN/2018/1615/158 dated 05.07.2019.

(14) By virtue of aforesaid sale deeds, the said SRI PARTHA SARATHI DAS(Owner No.1 herein) and SRI ASUTOSH DAS( Owner No.4 herein) became the absolute separate owners of the land measuring more or less 11 Cottahs 7 Chattaks 31 Sq.ft. being plot Nos. 14,15 16 situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.706, L.R. Dag No.797, R.S. Khatian No.86, L.R. Khatian Nos. 1865 & 1866, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

## **PART-II**

(15) One Krishnapada Sardar, Satish Chandra Sardar, Patitpaban Sardar and Nishikanta Naskar were seized and possessed of or otherwise well and sufficiently entitled to the land measuring 01 acre 49 decimals more or less lying and situated at Mouza-Ramchandrapur, J.L. No.58, comprised in Dag No. 718 appertaining to Khatian No. 174 under P.S. Sonarpur, District 24 Parganas(South) and the said property was recorded in finally published revisional settlement records of rights in the name of the said Krishnapada Sardar, Satish Chandra Sardar Patitpaban Sardar and Nishikanta Naskar each having 4 aanas share i.e. 37.25 decimals of land.

(16) For better enjoyment and peaceful possession the said Krishnapada Sardar and others made an unregistered amicable partition between themselves according to a plan made by a surveyor and they seized and possessed of land without any interruption or hindrances from others.

(17) One of the co-sharer of the aforesaid land the said Krishnapada Sardar died intestate leaving his surviving legal heirs and successors as only wife Hasyamoni Sardar since deceased two sons namely Dhirendra Nath Sardar and Rabindranath Sardar and four daughters namely Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar to inherit his share of aforesaid land i.e. measuring 37.25 decimals left by him as per the Hindu Succession Act, 1956.

(18) After demise of Krishnapada Sardar, the said Hasyamoni Sardar and six others jointly seized and possessed 1/7<sup>th</sup> share each to the said land measuring 37.25 decimals by way of inheritance.

**(19)** The said Hasyamoni Sardar before her death executed and Registered a Deed of Gift in favour of her son Rabindranath Sardar in respect of her 1/7<sup>th</sup> share i.e. 12 decimal of land at Mouza – Ramchandrapur, J.L. No.58 (the split up of land being : 5 decimals in R.S. Dag No.736 and R.S. Khatian No.154; plus 2 decimals in R.S. Dag No.784, R.S. Khatian No.125; plus 5 decimals at R.S. Dag no.718, R.S. Khatian No.174 of the aforesaid land measuring about 37.25 decimal) and the said deed was registered in the office of A.D.S.R. Sonarpur vide Book No. I, Volume No.123, Pages from 224 to 227 and Being No. 5884 for the year 1983.

**(20)** Nishikanta Naskar, one of the co-sharer of the said land sold transferred and conveyed his aforesaid share of land measuring 37.25 decimal out of 1 acre 49 decimals unto and in favour of Dharendra Nath Sardar and Rabindra Nath Sardar, both sons of Krishnapada Sardar by a registered Deed of Sale which was duly registered in the office of A.D.S.R. Sonarpur entered in Book No. I, Volume No.19, Pages from 199 to 201 and Being No.1365 for the year 1972.

**(21)** By the way of aforesaid manner, the said legal heirs and successors of the said Krishnapada Sardar were jointly seized and possessed of the total land measuring 74.5 decimals and enjoyed peaceful possession and ownership without any interruption or hindrances from others. Out of this 74.5 decimals of land Rabindranath Sardar owned 5 decimals of land in R.S. Dag No.718 which he got as a Gift from his mother and also owned 37.25 decimals of land jointly with Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mandal and Laxmi Naskar owned 32.25 decimals of the said land.

**(23)** With a view to dispose of the said land measuring 74.5 decimals the legal heirs and successors of the said Krishnapada Sardar made a scheme plan dividing the said land into various small plots providing common paths and passages thereto.

**(24)** Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar sold a piece and parcel of land measuring 02 Katha 03 Chattak 33 Sq.ft. out of 74.5 decimals to one Smt Nandita Chowdhury wife of. Sri Subrata Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of A.D.S.R. Sonarpur, vide Book No.1, Volume No.35, Pages from 80 to 90, Being No.2136 for the year 1999.

**(25)** Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar further sold a piece and parcel of land measuring 02 Cottahs 10 Chhatak 40 Sq.ft out of 74½ decimals to one Sri Subrata Chowdhury son of Late Rabindra Nath Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of A.D.S.R. Sonarpur, vide Book No.1, Volume No.35, Pages from 151 to 161 and Being No.2142 for the year 1999.

(26) Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar further sold a piece and parcel of land measuring 02 Cottahs 0 Chhatak 0 Sq.ft out of 74½ decimals to one Sri Debabrata Chowdhury son of Late Rabindra Nath Chowdhury and Swapna Chowdhury, wife of Sri Debabrata Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of A.D.S.R. Sonarpur, vide Book No.1, VolumeNo.35 and Being No.2143 for the year1999.

(27) The said Smt Nandita Chowdhury sold a piece or parcel of land measuring 02 Cottahs 3 Chittaks 33 Sq.ft. by way of a Registered Deed of Conveyance to **Sri Asutosh Das and Smt Swapna Das**, the **Owner No. 4 and 5** respectively duly registered in the office of D.S.R.IV, Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017, Pages from 53177 to 53201 and Being No.160401916 for the year 2017. After that the said Sri Asutosh Das and Smt. Swapna Das got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.3141 and 1866 and converted the afore said land from Sali to Bahutal Abasan vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/273 dated 10.06.2019.

(28) The said Subrata Chowdhury sold a piece and parcel of land measuring 02 Cattah 10 Chhatak 40 sqft by way of Registered Deed of Conveyance to **Smt Aruna Das and Sri Sanjib Dey** the **Owner No.2 and 6** respectively duly registered in the office of D.S.R.IV, Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017, Pages from 53150 to 53176 and Being No.160401917 for the year 2017. After that the said Smt. Aruna Das and Sri Sanjib Dey got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.2241 and 3140 and converted the afore said land from Sali to Bahutal Abasan vide Application date-18/04/2019 and Conversion has been allowed vide approval No. CN/2019/1615/275 dated 10.06.2019. & vide Application date-18/04/2019, Conversion has been allowed vide approval No.CN/2019/1615/272 dated 10.06.2019.

(29) The said Sri Debabrata Chowdhury and Smt Swapna Chowdhury sold a piece and parcel of land measuring 02 Cattah 0 Chhatak 0 sqftby way of Registered Deed of Conveyance to **Smt Aruna Das and Sri Indranil Das**, the **OwnerNo.2 and 3** respectively duly registered in the office of D.S.R.IV Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017 Pages from 81557 to 81588 and Being No.160403101 for the year 2017. After that the said Smt. Aruna Das and Sri Indranil Das got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.3150 and 2241 and converted the afore said land from Sali to **Bahutal Abasan** vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/275 dated 10.06.2019 & vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/274 dated 10.06.2019.

**(30)** By virtue of aforesaid sale deeds, the said SMT. ARUNA DAS(Owner No.2 herein), SRI INDRANIL DAS(Owner No.3 herein), SRI ASUTOSH DAS( Owner No.4 herein), SMT. SWAPNA DAS(Owner No.5 herein) and SRI SANJIB DEY(Owner No.6 herein) became the absolute separate owners of the land measuring more or less 6 Cottahs 14 Chattaks 28 Sq.ft. situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian Nos. 2241,3150, 3141, 1866 & 3140, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

### PART-III

**(31)** One Panchanan Biswas, son of Ramani Mohan Biswas, seized and possessed of or otherwise well and sufficiently entitled to the land measuring 81 decimal more or less lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, Re Sa No.196, Touzi No110, C.S. and R.S. Khatian No.110 and R.S. Dag no.709 by way of law of inheritance from, the Late Ramani Mohan Biswas.

**(32)** Thereafter the said Panchanan Biswas, son of Ramani Mohan Biswas sold transferred and conveyed a plot of land measuring 4 decimals equivalent to more or less 2 Katha 6 Chhatak 0 Sqft lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, Re Sa No.196, Touzi No110, C.S.and R.S. Khatian No.110 and R.S. Dag No.709 under A.D.S.R. Sonarpur, P.S. Sonarpur, District South 24 Parganas to one Jiban Roy son of Jitendra Nath Roy through a registered Deed of Sale. The said Deed was registered in the office of A.D.S.R. Sonarpur and it was recorded in Book No.1, Volume No.65, Pages from 101 to 103 and Being No.4407 for the year 1975 dated 27.10.1975. Thereafter the said Jiban Roy mutated his name with the record of B.L. & L.R.O and paid taxes in respect of the aforesaid land to the concerned authority.

**(33)** Thereafter the said Jiban Roy son of Jitendra Nath Roy sold transferred and conveyed a plot of land measuring 4 decimls equivalent to more or less 2 katha 6 chhatak 0 sqft lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, ReSaNo.196, Touzi No.110, C. S.and R. S. Khatian No.110 and R.S. Dag no.709 under A.D.S.R. Sonarpur P.S. Sonarpur District 24 Pargana South to Smt. Aruna Das wife of Sri Partha Sarathi Das the owner No.2 herein through a registered Deed of Sale. The said Sale Deed was registered in the office of A.D.S.R. IV Alipore and it was recorded in Book No.1, C.D.Volume No.21 Pages from 1102 to 1115 and Being No.06010 for the year 2010 dated 4.8.2010. After that the said **Smt. Aruna Das** wife of Sri. Partha Sarathi Das got her name mutated at the office of B.L & L.R.O vide LR Dag no.800 and L.R Khatian No.2241 and converted the aforesaid land from Sali to Bahutal Abasan vide Application date-18/04/2019 and the Conversion has been allowed vide application No.CN/2019/1615/275 dated 10.06.2019.

**(34)** By virtue of aforesaid sale deed, the said ARUNA DAS (Owner No.2 herein), became the absolute separate owner of the land measuring 4 decimals equivalent to more or less 2 Cottahs 6 Chattaks situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.709, L.R. Dag No.800, R.S. Khatian No.110, L.R.Khatian No. 2241, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

**(35)** Thus the Owners became the absolute separate owners of the converted Bahutal Aabasan land measuring more or less 34 decimal equivalents to more or less 20 Cottahs 12 Chataks 14 sq.ft. situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.706, 709 & 718, L.R. Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174, L.R.Khatian Nos.1865,2241,1866,3140,3141 & 3150 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

**(36)** Subsequently Sri. Partha Sarathi Das, Aruna Das, Indranil Das, Asutosh Das, Swapna Das and Sanjib Dey mutually amalgamated their aforesaid respective land through a declaration which was duly Notarised dated 8.1.2018 and thereafter submitted the same before the Bonhooghly-1 Gram Panchayat. The Bonhooghly-1 Gram Panchayat allowed the said declaration and mutated the aforesaid different plots of land into one plot of land measuring about 20 Katha 12 Chhatak 14 Sqft under Holding No.2077, (The Bonhooghly-1 Gram Panchyey, Receipt No.4072 dated 19.1.2018)

**(37)** Thus the said Owners became the absolute separate owners of the converted Bahutal Aabasan land measuring more or less 34 decimal equivalent to more or less 20 Cottahs 12 Chataks 14 sq.ft. (the split up of the land being :- 7 Cottahs 15 Chattaks 33 sq.ft. of land of R.S.Dag no.706, L.R.Dag No.797, R.S.Khatian No.86, L.R.Khatian No.1865 plus 3 Cottahs 7 Chattaks 43 sq.ft. of land of R.S.Dag No.706, L.R.Dag No.797, R.S.Khatian No.86, L.R.Khatian No.1866 plus 2 Cottahs 6 Chattaks of R.S.Dag No.709, L.R.Dag No.800, R.S.Khatian No.110, L.R.Khatian No.2241 plus 1 Cottah 1 Chattak 39 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3141 plus 1 Cottah 1 Chattak 39 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.1866 plus 1 Cottah 5 Chattaks 20 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3140 plus 1 Cottah of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3150 plus 2 Cottah 5 Chattaks 20 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.2241) situated and lying at Mouza-Ramchandrapur, J.L.No.58, Pargana-Mugura, A.D.S.R. office at Sonarpur, P.S. Narendrapur (previously at Sonarpur), R.S.No.196, Touzi No.110, comprising in R.S.Dag No.706, 709 & 718, L.R.Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174,

L.R.Khatian Nos.1865,2241,1866, 3140, 3141 & 3150, Holding No.2076 at present 2077 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103 (hereinafter referred to and constituting the SAID PROPERTY and/or as the “SAID ENTIRE PROPERTY” as hereinafter defined) more fully described in the **Second Schedule** hereunder written.

**(38)** After purchasing and amalgamating the said properties in one Holding, the owners constructed boundary walls in respect of Holding No.2077 at their cost and they have been enjoying their purchased and amalgamated land without any interruption and hindrance.

**(39)** There after the said owner entered into an agreement with M/S. Almour Construction having PAN-ABJFA2812L, a registered Partnership Firm, having its place of business at Russa Road (East), 2<sup>nd</sup> Lane, presently known as Chinmoy Chattopadhyay Sarani, 2<sup>nd</sup> Lane, First Floor, P.O. Tollygunge, P.S. Charumarket, Kolkata 700033, on 13-06-2018 for development of its property under specific terms and conditions and registered at D.S.R.-IV, Alipore office and recorded in Book No.I, Volume No.1604-2018, Pages 105802 to 105866, being No.3720 for the year 2018 and also executed a Development Power of attorney in favour of the Developer therein on 20-06-2018 for development of its property under specific terms and conditions and registered at D.S.R.-IV, Alipore and recorded in Book No.I, Volume No.1604-2018 Pages 112692 to 112737, being No.3909 for the year 2018.

**(40)** Due to some unavoidable circumstances the said M/S. Almour Construction could not perform its liabilities and obligations during the tenure of the said agreement and the said development agreement was terminated and cancelled by both the land owner and the M/S. Almour Construction on 21.02.2024 by virtue of a deed of Termination and Cancellation which was registered in A.D.S.R. Sonarpur on 21.02.2024 entered in Book No. I, Volume no.1608-2024 Pages from 25679 to 25696, Being No. 1351 for the year 2024 and also revoked the Develop Power of attorney on 21/02/2024 which was registered in A.D.S.R. Sonarpur on 21.02.2024 entered in Book No. IV, Volume no.1608-2024 Pages from 846 to 858 Being No.0076 for the year 2024

**(41)** The said Owners/Vendors, herein for deriving optimum benefit and returns from their land entered into a joint venture agreement with M/S. PARADISE LAND & HOUSING CO. a proprietorship business of Dipak Karmakar, (Promoter/Developer herein) regarding their said Premises fully described in the **Second Schedule** hereunder on 20.02.2024 registered at A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2024, Pages from 25195 to 25236, Being

No.01358 of 2024 and also executed a Development Power of attorney in favour of Promoter/Developer herein on 21.02.2024, registered at A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2024 Pages from 25237 to 25253, Being No.01383 for the year 2024.

**(42) As per Development Agreement and also Development Power of attorney**, the said Promotor/Developer herein on behalf of the Owners obtained an approved building plan of the Said Premises fully described in the **Second Schedule** hereunder written from Zilla Parisad, South 24-Pargannas through Bon Hooghly-1 No. Gram Panchayet vide **sanctioned building Plan No. 937/1067/KMDA for construction of (G+IV) storied building for residential purposes.**

**(43)** The said Promoter has registered the Project under the provision of the Act with the West Bengal Real Estate Regulatory Authority at Calcutta Greens Commercial Complex, 1<sup>st</sup> floor, 1050/2, Survey Park, Kolkata-75 on ..... under **Registration No. ....**

**(44)** In pursuance of the provisions contained in the Development Agreement the Developer has been vested the power to nominate purchaser or purchasers to acquire different parts or portions out of the entire building together with equivalent portion of the common areas and facilities appurtenant thereto in the Developer's allocation (excepting the allocated portion of the owners) along with the power to enter into necessary agreements with such nominee/purchaser in concurrence with the Owners.

**(45)** Notwithstanding any other provision contained herein, the owners shall if and when called upon, do, execute and register the deed or deeds of conveyance in favour of the Purchaser/Purchasers as nominees of the Developer in fully and effectually conveying and transferring any part or portion of built up areas in the newly constructed building including the proportionate indefeasible share of the land comprising the said building/buildings and attributable to such built up area in the Developer's allocation.

**(46)** the said developer and the owners of the land offered to the purchaser herein to sale a flat identified by **flat no. .... on the ..... floor, ..... side** of the building (in approved building plan the flat is marked as .....) measuring carpet area of the flat ..... Sft and area of Balcony measuring ..... Sft i.e. total carpet area measuring more or less ..... Sft covered area measuring ..... Sft, and the area upon which maintenance charges will be calculated is ..... sft super-built-up area and a Car Park of an area 135 sft known and numbered as ..... (to be shared with Car Park No.....) of the building Block- ..... of "Paradise Peony", more fully described in the **Third Schedule** hereunder written; constructed on the said property, described in the **Second Schedule** hereunder written and the Purchaser/s herein accept the offer and agreed to purchase the said flat no. .... on the .....

floor and a Car Park of an area 135 sft known and numbered as ..... to be shared with Car Park No. .... at a price or consideration of **Rs. .... (Rupees ..... only)**, free from all encumbrances.

(47) That the Purchasers, the Third party herein, has gone through the title deeds and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property and measurement of their allocated areas including their respective rights and interest to deal with their respective allocated areas and further that the said premises is freed and discharged of all encumbrances, liens, lispendens, charges and attachments, and the purchasers hath agreed to purchase and acquire and the Developer hath in concurrence with the owners/vendors agreed to sell and transfer **and both of them have entered into an Agreement for sale on dated .....2024 at A,D.S.R. Sonarpur, Book No.I, Being No..... for the year ..... regarding sell and transfer of ALL THAT Flat/Unit No. ...., on the ..... floor ..... side of the building ‘Paradise Peony’ Block-..... measuring area upon which maintenance charges will be calculated is ..... sft super-built-up area (covered area measuring ..... Sft and carpet area of the flat measuring ..... Sft and area of Balcony measuring ..... Sft i.e. total carpet area measuring ..... Sft) and a car-parking space No..... on the ground floor of the said building Block-..... ‘Paradise Peony’ more fully described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the ‘**SAID FLAT**’) **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit on the said premises more fully and particularly described and mentioned in ‘the **SECOND SCHEDULE** hereunder written and together also with common parts, and facilities appertaining thereto more fully and particularly described and mentioned in **FOURTH SCHEDULE** hereunder written as fully completed unit/flat in good and decent condition at or for the total **consideration of Rs...../- (Rupees ..... only)** which is **excluding** levies implied by the Government.**

(48) The Purchasers herein have now requested the Developer herein through the Owners/Vendors herein to execute the relevant Deed of Conveyance in respect of the said “SAID FLAT’ together with undivided proportionate indefeasible share or interest in the land and Premises in their favour.

(49) At or before execution of this Deed the Purchasers have fully satisfied themselves as to :

- i) The title of owner in respect of the said premises.
- ii) Structural stability, quality and specification of construction of the said building.
- iii) The workmanship of the building and the said flat together with undivided proportionate indefeasible share or interest in the land and/or the various materials used in construction of the said new building.
- iv) The total area to comprise “THE SAID FLAT” together with undivided proportionate indefeasible share or interest in the land and premises.

**AND HAVE** agreed not raising any objections whatsoever or howsoever in respect thereto.

**NOW THIS INDENTURE WITNESSETH** as follows :-

I. That in pursuance of the said Agreement for sale and in consideration of the said sum of Rs...../- (Rupees ..... only) (which is included levies implied by the Government) the lawful money of the Union of India well and truly paid by the Purchasers to the Developer herein at or before the execution hereof (the receipt whereof the Developer with the consent and concurrence of the Vendors doth hereby and also by the separate receipt hereunder written admit and acknowledge as per Memo of consideration hereunder written and from the payment of the same and every part thereof release and acquit the Purchasers) **AND IN FURTHER** consideration of the Purchaser/s agreeing to pay the Municipal and all other rates and taxes, maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in these presents, the Developer with the consent and concurrence of the Vendors herein doth hereby absolutely and indefeasibly grant, assure and convey unto and in favour of the Purchaser/s **ALL THAT "THE SAID FLAT" in Paradise Peony, Block-....., Flat No.....on the ..... floor ..... side of the building** containing ..... bed rooms, one drawing/dining, one Kitchen, two toilets and a veranda measuring area upon which maintenance charges will be calculated is ..... Sft super-built-up area (covered area measuring ..... Sft and carpet area of the flat measuring ..... Sft and area of Balcony measuring ..... Sft) with right of use and enjoyment of common areas and facilities such as staircase, landing, lift, roof, common passage, pump room including ancillary plant, machinery, devices for providing amenities to flat owners of the building together with proportionate share of land with a Car-parking space known and numbered as ..... on the ground floor on the building erected at Holding No. 2077, Ramchandrapur, under Bonhooghly 1 No. Gram Panchayet more fully described and mentioned in the **THIRD SCHEDULE** hereunder written and shown in the plan annexed herewith and marked by **RED** border line **AND THE** Vendor and the Developer hereby transfer the ownership of the said flat and car-parking including the reversion or reversions, remainder or reminders, rents, issues and profits accruing thereof and all estate, right, title, interest, property claim and demand whatsoever of the Developer and the vendors into or upon the said proportionate share of the land and the flat no..... on the ..... floor on the building 'Paradise Peony' Block-..... and all deeds muniments and evidence of title which in anywise related to the said property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the developer and the vendors or any persons from whom they may procure the same without any action or suit at law or in equity and all other benefits and rights herein comprised and hereby granted, sold, conveyed, assured or every part thereof together with rights liberty appurtenances whatsoever **TO AND UNTO** the purchasers free from all encumbrances with all easements or quasi-easements beneficial use and enjoyment of the said property including hereto in common with other co-owners of the building **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land of the premises and attributable to the said Flat and car-park more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND HOLD** the **"THE SAID FLAT AND CAR-PARK"** together with undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever

**SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the purchaser/s to be observed and performed specifically in **Fifth Schedule AND ALL** the estate right, title, claim, demand whatsoever for the vendors into and upon the said land hereditaments and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, lispendences, claims, demands, trusts and liabilities and the vendor and developer do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendor and the Developer done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat and the said car parking spaces together with undivided proportionate share of the land and holding and receive and realize rents, issues and profits without any lawfully eviction, interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

**II. THE VENDORS, THE PROMOTER/DEVELOPER** and each of them doth hereby covenant with the Purchaser/s as follows :-

a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary, the Vendors and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the “**SAID FLAT**” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.

b) That notwithstanding any act, deed or things whatsoever done the Developer and the Vendors respectively have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the “**THE SAID FLAT**” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.

c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy “**THE SAID FLAT**” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or the Developer or any

person or persons having or lawfully or equitably claiming as aforesaid.

d) That the Vendors doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled until or unless the title deeds muniments and evidences of title which is anywise related to the said property/premises or any part thereof be handed over to the flat owner's association formed by the flat owners of the complex.

e) The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.

f) The Purchasers being absolute owners shall have the rights to sell, transfer, mortgage and lease or otherwise alienate and encumber the property hereby conveyed without interference of any other persons.

g) The Purchaser/s shall have right to use all common facilities, open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.

h) The entire Building Complex is named "**Paradise Peony**" and the said name shall not be changed under any circumstances.

**III) THE PURCHASER/S DOTH HEREBY COVENANT AND AGREE WITH THE VENDORS AND THE PROMOTER/DEVELOPER as follows :**

As from the date of possession of the said Unit, the Purchaser/s agreed and covenants to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have the right of preemption nor shall claim from the vendor or from the Developer any independent right, title and interest in any other part or portion of the building save and except the flat **and car-park** hereunder conveyed but shall have common right and facilities and benefits provided in **Fourth Schedule** hereunder written shall remain join for all times with the vendors and or other co-owners who may hereafter or hereto before have acquired right title and interest in the in the land abutted in the building. It being hereby declared that, the interest in the land is impartible.

2) i) That the purchaser shall join and take part in forming the flat owner's association with the other flat owners of the building.

ii) To co-operate with the other co-purchasers and the owners and the Society/Association including the Developer in the management and maintenance of the new building.

ii) To observe and abide by the rules and byelaws framed/adopted by the flat owner's association of the building and any amendment addition alteration of the rules and byelaws adopted from time to time by the Society/Association.

- iii) Not to do anything or prevent the owners and/or developer from making further or additional construction and notwithstanding any temporary disruption in the purchaser's enjoyment of the said flat with/without car parking space.
  - iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Developer/Association differ from the colour scheme of the building or which in the opinion of the Developer / Association may affect the elevation in respect of the exterior walls of the said building.
  - v) The Purchaser/s shall not fix or install an Antenna on the roof or terrace of the said building.
3. To allow the Promoter/ Developer/ the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or roof or rear Lawn if any for the purpose of maintenance and repairs.
  4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer/ Association as the case may be.
  5. To pay charges for electricity in or relating to the said Flat/unit wholly and proportionately relating to common parts.
  6. Not to Sub-divide the said unit or any portion thereof.
  7. The purchaser shall not keep/store or allow or permit any other person to store any goods articles or things in the staircase landing lobby and/or other common areas and places of the building nor shall do any act causing blockage of the staircase, common areas and common passages of the building and the purchaser shall not use the said flat in such manner or commit any such act as to cause nuisance or annoyances to the other flat owners and shall not through or accumulate any dirt rubbish rags or wastes in any portion of the building or land.
  8. 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 effect of endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc.in any manner.
  9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
  10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.
  11. Not to do or cause any things to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or

amenities available for common use

12. Notwithstanding that full and absolute property rights transferred to the purchaser by this deed, the purchaser shall have no right to damage or demolish or cause to be damaged or demolished or to commit waste in respect of the said unit/flat apartment or any part thereof in any manner so as to affect the vendors or other owners of other flats who have purchased and acquired or may hereafter purchase or acquire similar property rights as conveyed by this deed.

13. Not to install grills the design of which have not been suggested approved by the Architect.

14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured.

15. Not to make structural additions and/or alteration such as beams, columns, partition walls etc or improvements of any nature.

16. Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building

17. The Purchasers shall be liable to pay proportionately all common charge and taxes, Municipal taxes, common electricity other levies and outgoing maintenance charges and repairs of all equipment, installation, common portions and repairs and paintings of the outer wall of the building and other expenses necessary for the said building from the date of deemed possession of the property hereby conveyed.

18. The Purchasers shall get the flat mutated in the record of Bonhooghly 1 No. Gram Panchayet and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges others taxes and impositions so to be levied by the Bonhooghly 1 No. Gram Panchayet or State Government or by any other Competent Authorities and until the flat /apartments comprised in the said units to be separately assessed and/or mutate or tax is apportioned in respect of municipal rates and taxes or impositions the Purchasers shall be liable to pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Developer/Associations to be formed by the flat owners on their own initiative and endeavor.

19. The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and have got no dispute thereof.

20. That the terms & conditions and stipulations made herein is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

21. Be it clearly noted that this Deed of Conveyance is part and parcel of the Agreement for sale held between the parties herein on ..... Registered at A.D.S.R. Sonarpur, Being Deed No..... for the year ..... entered in Book No.1, Volume No....., Pages from ..... to .....!

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Definitions)**

**ACT**—shall mean the West Bengal Real Estate Regulation act,2017 (West Bengal Act XLI of 2017)

**RULES** - shall mean the West Bengal Real Estate Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**REGULATIONS** – shall means the Regulations made under the means the West Bengal Real Estate Regulation Act, 2017;

**SECTION** - means a section of the Act.

**ARCHITECT**- shall mean Sarbani Majumdar, CoA Reg. No. CA92/15458. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

**PREMISES** - shall mean ALL THAT piece and parcel of Bahutal Abasan land measuring more or less 34 decimal equivalent to more or less 20 Cottahs 12 Chataks 14 sq.ft., R.S.No.196, Touzi No.110, comprising in R.S.Dag No.706, 709 & 718, L.R.Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174, L.R.Khatian Nos.1865,2241,1866, 3140, 3141 & 3150, Holding No.2076 at present 2077 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103 (hereinafter referred to and constituting the “SAID PROPERTY” and/or as the “SAID ENTIRE PROPERTY” as hereinafter defined) more fully described in the SECOND SCHEDULE hereunder written is free from all encumbrances.

**MAP OR PLAN** :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

**SPECIFICATIONS** : - shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

**COMMON PARTS, PORTIONS, AREAS AND INSTALLATION** :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FOURTH SCHEDULE** hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

**COMMON EXPENSES**- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the **FIFTH SCHEDULE** hereunder written.

**CO-OWNERS**- shall accord to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

**BUILDING-** shall mean the new building or buildings constructed on the said premises.

**UNDIVIDED SHARE-** shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

**FLAT-** shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **G+4 storied buildings known as “Paradise Peony” Block-..... at** Holding No.2077, Ramchandrapur under Bonhooghly 1 No. Gram Panchayet, more fully and particularly described in the THIRD SCHEDULE hereunder written.

**SHARE OF EXPENSES-** wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

**TRANSFER-** with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

**THE SAID FLAT-** shall mean ALL THAT the flat/unit of **G+4 storied buildings known as “Paradise Peony”** at Holding No. 2077, Ramchandrapur under Bonhooghly 1 No. Gram Panchayet, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written.

**DEPENDENT CAR-PARTKING –** shall mean the Car Parking within the said building on the Ground Floor and to be shared equally by two co-owners holding one car parking spaces each wherein one car is dependent on the other car at the time of ingress and egress of parking of car in this system.

**ASSOCIATION-** shall mean the Association/Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.

**ULTIMATE ROOF -** shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

**WORDS -** importing singular and masculine shall include in plural and feminine and vice versa.

### **SECOND SCHEDULE ABOVE REFERRED TO**

#### **(Description of the Entire Premises)**

ALL THAT piece and parcel of Bahutal Abasan land measuring more or less 34 decimal equivalent to more or less 20 Cottahs 12 Chataks 14 sq.ft. situated and lying at Mouza-Ramchandrapur, J.L.No.58, Pargana-Mugura, A.D.S.R. office at Sonarpur, P.S. Narendrapur (previously at Sonarpur), R.S.No.196, Touzi No.110, comprising in R.S.Dag No.706, 709 & 718, L.R.Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174, L.R.Khatian Nos.1865,2241,1866, 3140, 3141 & 3150, Holding No.2076 at present 2077 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

Butted and bounded as follows:-

ON THE NORTH :- Land of Samir Roy and Prabhat Nandi

ON THE SOUTH:-16' wide common road and land of Ashok biswas

ON THE EAST :- Land of Amiya Raj

ON THE WEST :- Land of Basudev Nandi

**THIRD SCHEDULE ABOVE REFERRED TO**  
(Description of the SAID FLAT and Car-park transferred by this deed)

ALL THAT Flat No. ...., on the ..... floor, ..... side of the building Block-....., (in approved building plan it is marked as '.....') measuring Carpet area of the flat measuring about ..... Sq.ft., area of Varanda measuring ..... sqft. i.e. total carpet area measuring ..... sqft, Covered area measuring ..... sqft and the area upon which maintenance charges will be calculated is ..... Sq.ft. super built up area consisting of two bed rooms, one kitchen, one living cum dining room, one balcony and two toilets with impartible undivided proportionate share in land as mentioned in the Second Schedule herein above stated and a Car-parking space of an area 135 sft on the Ground floor, known and numbered as ....., to be shared with Car-park space no. ...., together with common rights and facilities as mentioned in the Fourth Schedule hereinafter written of the building known as "Paradise Peony" at Holding No.2077, Ramchandrapur under Bonhooghly 1 No. Gram Panchayet, P.O. and P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103 OR HOWSOEVER OTHERWISE and more particularly delineated in the map or plan annexed hereto by RED border. The said map or plan is part and parcel of this document.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
(Common parts and facilities of the complex)

1. Common path, passage, entrance lobby on the ground floor excepting car parking space and main structures to the building.
2. Common boundary wall and main gate together with land appurtenant to the building within the boundary walls.
3. The foundation, columns, girders, beams, support main walls, corridors, lobbies, stair, stair-ways, landings, lift with its accessories, iron removal plant, STP, firefighting system, intercom, C.C. Camera, Community hall, stair room on the roof, ultimate roof, guards rooms and toilets, meter rooms on the ground floor.
4. Concealed electrical wiring, fittings and fixtures for lighting in the staircase, landing, common passages and other common areas in the building.
5. Drains and sewers from the building to Panchayet drain.
6. Water pump and meter together with the space required therefore, over-head water tank, underground water reservoirs and distribution pipes from the tank to different units.
7. Water and sewerage evacuation pipes from the unit to drains.
8. The roof along with parapet walls of the building. It is clarified that the common portions shall include the open space, which is kept reserved in the said land surrounding the building.
9. Generator and all other amenities which is for common use of all the flat owners.

**FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. The expenses for maintenance, operating pump, white washing, cleaning, lightning the main entrance, passages, landing, stair cases and other part of the common portion and outer walls. The purchasers shall pay maintenance cost of the common areas and facilities of the complex 'Paradise Peony' as to be charged by the flat owners association for maintaining the same.
2. The maintenance corpus deposit as paid by the purchaser to the developer to be refunded on formation of apartment owners association of the complex, the said amount without any interest, will be transferred to the account of the Apartment Owners Association for credit in the names of the purchasers of the said flat.
3. The salaries and other expenses of all persons employed for common purposes.
4. The cost of working and maintenance, renewal of license of lift fire generator and other services and such other expenses as are deemed to be necessary by the flat owner's association and incidental expenses for the maintenance and up keeping of the said building.
5. Replacement cost of equipment/facilities and expenses and deposits for supplies of common facilities.
6. Proportionate portion of principal and other taxes levies and outgoings of the common areas save those separately assessed or incurred in respect of any unit.

All other expenses/outgoings, which may have deemed to be necessary or incidental for the common purposes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Common rights, easements and quasi-easement privileges and appurtenances shall be enjoyed jointly with other owners)**

1. The purchaser shall be entitled to all rights, privileges vertical and lateral easement, quasi-easement, appendages whatsoever belonging or enjoyed or reputed or known as part and parcel thereof or appertaining thereto.
2. The right of access is common with the Owners and other occupiers of the said building at all times for all normal business with the use and enjoyment of the staircase and electrical installations etc.
3. The right of way is common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat with or without vehicles over and along with driving ways and path ways comprised with the said building provided always and it is hereby declared that nothing herein contained will permit the purchaser or any person deriving the title under the purchaser or the servants, agents, employees and invitees of the purchaser to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage or other person or persons including the owner entitled to such way as aforesaid along such driveways and path-ways.
4. The rights of protection of the said flat and all parts of the building so far they now protect the same.
5. The purchaser shall be entitled to all rights privileges whatsoever belonging to use and enjoying of all facilities and amenities provided by the developer within the said premises of housing complex e.g. open

space within the premises, intercom, cctv facilities, iron removal plant, common roof top, STP, community hall, fire-fighting system etc.

6. The right with or without workman and necessary materials for the purchasers to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary for the pipes, drains, wires and conduits aforesaid and for the purpose of re-building or repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 8 hours previous notice in writing of its intention so to enter into the owners and/or other persons' property entitled to the same.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Kolkata in presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED**

In the presence of

**WITNESSES :-**

1.

**SIGNATURE OF THE VENDORS**

2.

**SIGNATURE OF THE DEVELOPER**

Prepared and Drafted by me :

**SIGNATURE OF THE PURCHASERS**

(TARUN KANTI CHAKRABARTI)

Advocate(853/95)  
Baruipur Civil Court.

**MEMO OF CONSIDERATION**

**Received** from the purchaser the sum of Rs...../- (**Rupees** .....**only**), the full price or consideration of the flat and car-parking space which is **excluding** levies implied by the Government (the price or consideration of Flat is Rs...../- and the car-parking space is Rs...../-) in the following manner –

<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
.....	.....	.....	.....00
			<b>Total : Rs...../-</b>

Total Rupees ..... only.

**WITNESSES :-**

1.

**SIGNATURE OF THE VENDORS**

2.

**SIGNATURE OF THE DEVELOPER**

**Typed by me :**

Sonarpur A.D.S.,R.office.

**Annexure “A”**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the said Unit by the Allottee shall be consistent with the rights and interest of all the Allottees and in using and enjoying the said Unit and the Common Areas and Installations, the Allottee binds himself and covenants:

(a) To co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex and other common purposes and formation of the Association/Maintenance Company;

(b) To observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex and in particular the Common Areas and Installations and other common purposes, as may be made and/or framed by the Promoter and/or the Association/Maintenance Company, as the case may be;

(c) To allow the Promoter and its authorised representatives with or without workmen to enter into and upon the said Unit at all reasonable times for construction and completion of the buildings and other areas and also for the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Promoter to the Allottee thereabout;

(d) To use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work or commercial machine work etc.,) whatsoever without the consent in writing of the Promoter and/or Association/Maintenance Company first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit to be used any other unit in the building for non-residential purposes; and such permission if given shall not be pleaded as ground for using the said Unit hereby agreed to be sold for such purposes and uses.

(e) In the event the Allottee has been allotted any right of parking motor car / two-wheeler or other vehicle within the said Premises, then the Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

(i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two-wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two-wheeler thereat;

(ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Housing Complex and none else;

(iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

(iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (f) Not to use the roof or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (g) To use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.
- (h) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any common areas of the Housing Complex.
- (i) Not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex / said premises save the said Unit and also not to claim any right of pre-emptive purchase in the event of sale or transfer of other flats/units etc.
- (j) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the buildings save a letter-box at the place in the ground floor of the Block in which the said Unit is situated, as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or make any wall-cut or use any other apparatus protruding outside the exterior of the said Unit.
- (k) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Building or the Unit against loss or damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Promoter and/or the Association/Maintenance In-charge and to repay to the Promoter and/or the Association/Maintenance In-charge on demand all sums paid by the Promoter and/or the Association/Maintenance In-charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Promoter and/or the Association/Maintenance In-charge.
- (l) Not to alter the outer elevation of the buildings or the Housing Complex or any part thereof nor decorate the exterior of the buildings (including balcony and windows) or the Housing Complex otherwise than in the manner agreed by the Promoter and/or Association/Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the Housing Complex/said premises nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other Allottees to do so.
- (n) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (o) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex

and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality to the foregoing, the Allottee doth hereby covenant that the Allottee shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(p) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.

(q) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the Housing Complex / said premises including those under the laws related to Fire and Fire Services and rules made there under and shall indemnify and keep the Promoter and the Association/Maintenance In-Charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any noncompliance, nonperformance, default or negligence on the part of Allottee.

(r) To maintain at their own costs, the said Unit in the same good condition state and order in which the same be delivered to the Allottee and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the laws related to Fire and Fire Services and the rules made there under) of the Government, The Municipality / Municipal Corporation, the Development Authority, Electricity Authorities, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex / said premises and to make such additions and alterations in or about or relating to the said Unit and/or the Building as be required to be carried out by them, independently or in common with the other Allottee as the case may be without holding the Promoter or the Owners or the Maintenance In-charge in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter, the Owners and the Association/Maintenance In-charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any noncompliance, non-performance, default or negligence on the part of the Allottee.

(s) To sign execute and deliver all papers and documents as be required for obtaining separate apportionment / assessment and mutation of the said Unit, as may be permissible.

(t) Not to make or permit to be made any alterations in or additions to the Premises or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Promoter and/or Association/Maintenance Company and even thereafter in a lawful manner, upon such terms and conditions as the Promoter and/or Association/Maintenance Company and the relevant authorities deem fit, such consent and approval to be sought at the Allottee' own cost and if the Promoter shall give such written consent and relevant authorities shall give such approval, to carry out at the Allottee' own expense such alterations or additions with such materials and in such manner and at such times and by such contractors as shall be approved by the Promoter and/or Association/Maintenance Company and the Allottee shall at their own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.

(u) Not to affix or install any further or additional electrical points in or about the said Unit without the prior written consent of the Promoter and/or Association/Maintenance Company and the relevant authorities and provided further that all such work, if permitted, shall be carried out

by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the Public Utilities Board or Power Supply authorities or other relevant authorities for approval.

(v) All debris and waste materials of whatever nature resulting from any works in the said Unit shall be disposed by the Allottee in the manner prescribed by the Promoter and/or the Association/Maintenance In-charge failing which the Promoter and/or the Association/Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Association/Maintenance In-charge in this respect shall be paid by the Allottee to the Promoter and/or the Association/Maintenance In-charge on demand.

(w) To keep the said Unit and every part thereof clean and hygienic and tidy and at a standard acceptable to the Promoter and/or the Association/Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the premises clean and unblocked / unclogged. Any cleaners employed by the Allottee for the purposes hereof shall be at the sole expense and responsibility of the Allottee.

(x) The Allottee shall not throw refuse, rubbish, scrap, tins, bottles and boxes, containers of any kind, any article or thing through or over windows or any part of the Premises but into proper bins receptacles or containers only.

(y) In the event of any default by the Allottee, the Promoter and/or the Association/Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the Allottee to the Promoter and/or the Association/Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Promoter and/or the Association / Maintenance In-charge until the date they are paid, shall be recoverable from the Allottee as if they were rent in arrears.

(z) To keep the said Unit securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Unit.

(aa) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the said Unit or to any part of the Building.

(bb) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.

(dd) Not to erect or install on the windows of the said Unit or on any glass panel any sign device furnishing ornament or object which is visible from outside the said Unit and which, in the opinion of the Promoter and/or Association/Maintenance Company, is incongruous or unsightly or may detract from the general appearance of the Housing Complex.

(ee) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Unit or any part of the Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter and/or the Association/Maintenance Company and at the Allottee's own cost and expense.

(ff) Not to place or take into the lifts, without the prior approval of the Promoter and/or the Association/Maintenance In-charge, any baggage, furniture, heavy articles or other goods.

(ff) Not to do any act deed or thing whereby the rights of any of the other allottees / owners / occupiers of other units in the Housing Complex is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the Building.

(gg) Not to store or any goods articles or material in or about the said Unit which are hazardous inflammable combustible illegal or prohibited by law.

(hh) Not to fix or install air conditioners save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event the Purchaser installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the Purchaser shall be liable to remove the air conditioner/s forthwith it has been brought to the notice of the allottee.

(ii) Not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment and if so done by the Purchaser, the Purchaser shall be liable to pay to the Promoter and/or Association the cost charges and expenses to liquidated damages as assessed by the agent of the Developer and/or Association.

(jj) Not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.

(kk) To observe such other covenants as be deemed reasonable by the Promoter and/or the Association/Maintenance In-Charge from time to time for the common purposes.

2. The Allottee shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession, the following amounts expenses and outgoings:

i) All rates and taxes (including khajana / land revenue) and water tax, if any, assessed on or in respect of the said Unit directly to concerned authorities **Provided That** so long such Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter and/or the Maintenance In-Charge proportionate share of all such rates and taxes assessed on the said Premises;

ii) All other taxes impositions levies surcharges cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter or the Owners and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the concerned Block or the said Premises.

iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Allottee for the said Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide reasonable quantum of power in the said Unit from its own existing sources and the Allottee shall pay electricity charges to the Promoter and/or Association based on the reading shown in the sub-meter provided for the said Unit.

vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by Electricity Authorities from its consumers for the delay payment of its bills).

3. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter/Association.

4. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Block/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other Allottees / Unit Holders proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the

common expenses by the Allottee.

4.1. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per manse on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) To disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
- (ii) To withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) To demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.

4.2 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection / withholding of electricity, lift, generator etc.), then the Allottee shall not hold the Promoter or the Association/Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

5. The Allottee shall not indulge nor allow or permit anyone to indulge stray cat and dogs as well as pigeon and not permitted to feeding them in or at the driveways pathways or passages and/or within the Housing Complex or any other portion of the said Premises;

6. Notwithstanding anything elsewhere to the contrary herein contained or inferred, it is agreed understood and clarified that the Promoter shall in its sole discretion be entitled to alter or change the scheme of the Common Areas and Installations and the manner and mode of use and enjoyment thereof and the Allottee shall not object to the same.