

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of Two Thousand
Twenty Three (2023)

BETWEEN

M/S. VENUS CONSTRUCTION, a proprietorship concern having its office at A-26, Calcutta Greens Commercial Complex, P.O. – Santoshpur, P.S. – Survey Park, Kolkata – 700075, District – South 24 Parganas held and owned by MR **BIJOY HALDAR (PAN NO - ABUPH4656G)** son of Nimai Haldar, by Religion – Hindu, By Occupation – Business, by Nationality- Indian, residing at A/17/1 East Rajapur, P.O. – Santoshpur, P.S. – Survey Park, Kolkata – 700075, District – South 24 Parganas hereinafter referred to as the **DEVELOPER/ VENDOR NO-I** (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, executors, administrators, representatives and assigns) of the FIRST PART.

AND

1. SHARMILA BANERJEE (PAN NO BCJPB2093L), wife of Late Tapas Kumar Banerjee, by Religion - Hindu, Occupation – Housewife, **2. DEBLINA BANERJEE (PAN NO BFSPB0282H)** daughter of Late Tapas Kumar Banerjee, by Religion - Hindu, Occupation – Home maker both are residing at 27 New Tollygunge, P.O – Purba Putiary, P.S-Regent Park, Kolkata - 700093 hereinafter referred to as **OWNER/ VONDOR NO- II** (which expression shall unless excluded by or repugnant to the context be deemed to mean or include his heirs, executors, legal representatives, successors, administrators and assigns) of the SECOND PART

VENUS CONSTRUCTION

Biroy Haldar

Proprietor

AND

1. MR. (PAN) son/daughter of , By Religion – , By Occupation – residing at . hereinafter referred to us the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, executors, administrators, representatives and assigns) of the THIRD PART .

WHEREAS one Ganesh Chandra Banerjee became the owner of All That land measuring 23 Decimal (13 Cottah 14 Chittacks) more or less comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S. – Jadavpur, District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, within the limits of Kolkata Municipal Corporation by virtue of a registered deed of conveyance and which was executed on 03/05/1968 and the same was Registered before the Sub-Registrar at Alipore District 24 Parganas and recorded in Book No – I, Volume No – 53, Pages 132 to 136, Being No – 2841, for the year 1968 and herein after referred to as the said Property.

AND WHEREAS the said Ganesh Chandra Banerjee got his name mutated in the records of Kolkata Municipal Corporation in respect of the said property and the said property is known and numbered as Premises No – 242 Rajapur East.

AND WHEREAS the said Ganesh Chandra Banerjee during his lifetime executed a deed of gift on 14.12.1984 in favour of his son Tapas Kumar Banerjee in respect of all that land measuring 11.5 Decimal (6 Cottah 15 Chittacks) more or less out of the Total land measuring 23 Decimal (13 Cottah 14 Chittacks) more or less comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S. – Jadavpur, District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, within the limits of Kolkata Municipal Corporation being the Portion of 242 Rajapur East by executing a

Deed of Gift in favour of his son Tapas Kumar Banerjee in the said Deed of Gift was duly registered before the District Sub-Registrar Alipore and the same was recorded in Book No – I, Volume No 68 , Pages 31 to 37 , Being No 5890 , for the year 1984.

AND WHEREAS thus the said Tapas Kumar Banerjee became the owner of All That land measuring 11.5 Decimal (6 Cottah 15 Chittacks) more or less out of the Total land measuring 23 Decimal (13 Cottah 14 Chittacks) more or less comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S -Survey Park (Formerly – Jadavpur), District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, being the portion of 242 Rajapur East, within the limits of Kolkata Municipal Corporation free from all encumbrances.

That the said Tapas Kumar Banerjee got his name mutated in the records of Kolkata Municipal Corporation in respect of All That land measuring 5 Cottah 00 Chittacks more or less as 1 cottah 15 chittaks has been curved out for the road comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S -Survey Park (Formerly – Jadavpur), District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, now numbered as Municipal premises no 242/1 Rajapur East within the limits of Kolkata Municipal Corporation and paying rates and taxes uptodate and the said land is morefully described in the Schedule A herein and herein after referred to as the Said Schedule A property.

AND WHEREAS the aforesaid Owner declares that he has marketable title to the said premises and the Owner are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Schedule A property.

AND WHEREAS the Developer has agreed to develop the said premises jointly with the owner for construction of a Ground Plus Three storied building as per Building

plan sanctioned from the Kolkata Municipal Corporation Vide No B.P No.633 dated 25.03.2015 for construction of G +III storied building on the said land at the cost of the developer on the terms and conditions as settled in between the parties hereto keeping the salient terms and conditions of the said development agreement being no.160602542 for the Year 2018 with some changes and recording the same in the new development agreement herein .

AND WHEREAS at present the Owner/Vendor is in physical possession of All That land measuring 5 Cottah 00 Chittacks more or less as 1 cottah 15 chittaks has been curved out for the road comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S- Survey Park (Formerly – Jadavpur), District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, now numbered as Municipal premises no 242/1 Rajapur East within the limits of Kolkata Municipal Corporation i.e the schedule A property.

AND WHEREAS the aforesaid Owner/Vendor No 1 declares that he has marketable title to the said premises and the Owner is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Schedule A property.

The Owner intends to develop the Said Schedule A property and being unable to develop the Said Schedule A property is on the lookout for a Developer with experience who will be able to formulate a scheme for development of the property into project and disposal of the same which would be to their mutual advantage and thus has agreed with the Developer to develop the same and accordingly entered into a Agreement for development with Power with the developer on 11.06.2019 with the terms and conditions contained therein and the said Agreement for development with Power was duly registered before the A.D.S.R Sealdah, and the same was recorded in Book No I, Volume 1606 -2019 , pages from 85679 to 85722,being No- 1606 02372 for the year 2019 and by the said Agreement for development with Power in favour of **SRI BIJOY HALDAR, i.e Developer / Vendor No I herein** in respect of the said Schedule A property for the development

as well as to sell his allocation and other authorities as stated in the said Agreement For Development and Power of Attorney being No- 1606 02372 for the year 2019.

By the said Agreement for development with Power dated 11.06.2019 being No-1606-2372 for the year 2019, the owner conferred upon the developer the authority to construct a Brick built building upon the said premises at Developer's cost. As per terms of the said registered Development Agreement with Power dated 11.06.2019 being No- 1606-2372 for the year 2019, the Owner is entitled to get 3BHK Flat 1B (Western Side), 3 BHK Flat 2B (Western side) and Two Car Parking spaces (Eastern Side) on the Ground floor of the proposed G+III storied building to be constructed as per sanctioned plan at Premises No. 242/1, East Rajapur, P.S.- Survey Park, Kolkata - 700075, Ward No. 103 presently 109, within the limits of Kolkata Municipal Corporation and the Developer is entitled to together with proportionate share of the total roof area or any other construction of forming such available saleable area or super, title interest in land underneath the said building and right of user of the common areas, parts facilities and amenities thereof upon construction of the building together with absolute right on the part of the developer to enter into agreement for sale transfer, lease or any way deal with the same as good as the absolute owner thereof(hereafter referred to as Developer's Allocation) .

In the said registered Development Agreement and Power of Attorney, the developer was given the absolute right to deal with his allocation thus conferred upon it and was also allowed to secure the intending **purchaser**/purchasers of flats/car parking space in the building from the developer's allocation to be constructed and to enter into an Agreement for sale with the intending **purchaser**/purchasers of flat/flats or any other saleable space or spaces in the building of the Developer's allocation along with the undivided proportionate impartible share of land of the said premises together with proportionate share of roof, common area, parts and other amenities. The Developer was further authorized thereby to collect and receive earnest money part payment and balance of consideration money from the prospective purchaser/s of the flats/units/shops and to make sign and execute and/or give proper receipt and lawful discharge for the same.

AND WHEREAS on the strength of the of the said registered development Agreement and Power Of Attorney being No 02372 for the year 2019, the DEVELOPER started construction as per said sanctioned building plan No. B.P No.633 dated 25.03.2015 for construction of G +III storied building on the said land at Premises No. 242/1 Rajapur East within the limits of Kolkata Municipal Corporation Kolkata – 700 075 comprising of several flats/units/car parking spaces at his own cost and by virtue of the said registered development with Power agreement the developer got the Building plan sanctioned being No : **B.P No 281/15-16 dated 16.10.2015** from the Kolkata Municipal Corporation at his own cost and the Developer at his own cost extended the Validity of the said Sanctioned plan till 2025.

The Developer/Vendor No I started construction on the said Schedule A property as per plan sanctioned from the Kolkata Municipal Corporation at his own cost .

The Developer/Vendor No I herein expressed his desire to sell ALL THAT flat measuring sq ft super built up area more or less on the Floor with Car parking space in the ground floor of the proposed G +III storied building at 242/1, East Rajapur, P.S. -Survey Park, Kolkata - 700075, Ward No. 103 presently 109, within the limits of Kolkata Municipal Corporation of the proposed building now under construction together with proportionate share in undivided land and right to use common areas parts and installations and the Properties Appurtenant Thereto at the said Municipal Premises No 242/1, East Rajapur, P.S. - Survey Park, Kolkata - 700075, Ward No. 103 presently 109, within the limits of Kolkata Municipal Corporation from his allocation as per the said development agreement which is more fully and particularly mentioned and described in the SCHEDULE "B" hereunder written and hereinafter referred to as the Said Schedule B property and together with rights of user of common areas, facilities and all other amenities provided or to be provided at the said building more fully described in the schedule "C " hereunder written at a total consideration of **Rs 00,00,000.00** (Rupees) only plus GST as applicable .

The purchaser on coming to know the said offer of the Developer/Vendor No I herein proposes to purchase the said Schedule B property at a total consideration of

Rs 00,00,000.00 (Rupees) only from his allocation plus GST as applicable and extra charges and accordingly entered into an agreement for sale on 23.09.2022 with the purchaser herein for selling the said Schedule B property at a consideration price of **Rs 00,00,000.00** (Rupees) only from the Developer's allocation plus G.S.T. as applicable and extra charges if any as mentioned in the said Agreement for sale and the Said Agreement for sale was registered before the D.S.R. III, Alipore and the same was recorded in Book No I, Volume No 1603- 2022, Pages from 541176 to 541217, being no 160315106 for the year 2022.

AND WHEREAS the Developer completed the construction of the Building at the said Municipal Premises No 242/1 Rajapur East, P.S. Survey Park, Kolkata - 700075, Ward No. 109 within the limits of Kolkata Municipal Corporation **at his own cost.**

At the request of the purchaser, the Developer/ Vendor-I and Owner/ Vendor no-II have agreed to execute the Deed of Conveyance in respect of the said Schedule B property at the said Municipal Premises No 242/1 Rajapur East, P.S. Survey Park, Kolkata - 700075, Ward No. 109 within the limits of Kolkata Municipal Corporation i.e. the said Schedule B property and the said flat is shown and delineated in the plan annexed hereto and marked by border line Red.

AND WHEREAS at or before the execution of this Deed of Conveyance the Purchasers have satisfied themselves and have agreed not to raise any objection regarding.

- a) the right and title of the Owners/Vendors No II as recited above in respect of the said premises ;
- b) the structural stability of the constructions ;
- c) nature of the construction and measurement of the said Unit and recorded herein and the fixtures, fittings, amenities and facilities made available in the said new building and the said premises ;
- dl the super built up area comprised in the said Unit and all other.

AND WHEREAS:

1. The terms mentioned hereinafter are defined as follows :-

(i) SAID PREMISES shall mean All That land measuring 5 Cottah 00 Chittacks more or less as 1 cottah 15 chittaks has been curved out for the road comprised in Mouza – Rajapur, J.L. No. – 23, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S- Survey Park (Formerly – Jadavpur), District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109, now numbered as Municipal premises no 242/1 Rajapur East within the limits of Kolkata Municipal Corporation with all easement right morefully and particularly mentioned and described in the SCHEDULE A hereunder written and wherever the context so permits or intends shall include the Building thereon.

(ii) BUILDING shall mean the G+III storied building on the Schedule A Property, which is completed by the Developer as per plan sanctioned being No : B.P No.633 dated 25.03.2015 **by** the Kolkata Municipal Corporation at his own cost and the Developer at his own cost extended the Validity of the said Sanctioned plan till 2025.

(iii) CO-OWNERS according to the context shall mean all the buyers/owners who for the time being have either completed the purchase of any Unit in the Building or have agreed to purchase any Unit in the Building and for all the unsold Units and/or the Units,.

(iv) COMMON AREAS AND INSTALLATIONS shall mean those of the common areas installations and facilities (including the ultimate roof of the Building) and as specified in SCHEDULE C hereunder written and expressed by the developer for common use and enjoyment of the Co-owners on and subject to the terms and conditions of the said **agreement for sale dated** BUT shall not include all those open and covered spaces in the ground floor of the Building and at the ground level of the said premises which are reserved by the developer and the same shall exclusively belong to the developer and the developer may use for himself or express or permit to be used by others for the purpose of parking cars

and/or other purposes and the developer shall have the absolute right to deal with such spaces to which the purchasers do hereby consent, it being expressly agreed and made clear that the other Co-owners of the building and his servants ,drivers, agents and visitors and right to use such other common area or installations as be expressly permitted by the Developer to him.

(v) HOUSING COMPLEX shall mean the premises with the Building there at Schedule A property and the Common Areas and Installations jointly and/or severally.

(vi) COMMON EXPENSES shall mean and include all expenses for the maintenance management up keep and administration of the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the common purposes as may be determined by the developer so long as the association of the owner is not formed.

(vii) COMMON PURPOSES shall mean and include the purposes of managing maintaining and up keeping of the premises and in particular the Common Areas and installations, rendition of common services in common to the OTHER CO- OWNER, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common areas and installations in common.

(viii) UNITS shall mean the independent and self-contained flats in the Building at the said-premises for being exclusively to be held or occupied by a person/s exclusively for residential purpose as well as commercial purpose together with all the Properties Appurtenant there to.

(ix) SUPPER BUILT UP AREA in relation to the flat shall according to its context mean the plinth area of the said flat including the balconies and also the

thickness of the peripheral walls, internal walls and pillars together with proportionate share in common areas, parts facilities, etc. and amenities PROVIDED THAT if any wall be common between the flats then one half of the area under such wall/s shall be included in each of such flats and it includes proportionate share of common areas and parts like passages, lift, stair case, staircase landings, servant's toilet if any, on ground floor underground reservoirs and overhead reservoirs or tanks, or any other service area which may be specifically earmarked for use in common by the occupiers/owner of the building. The measurement should be calculated from outer wall to outer walls of such space.

(x) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE according to the context shall mean:

(a) The proportion in which the super built-up area of the said Unit may bear to the total super built-up area of all the Units in the Building:

(b) Where it refers to the share of the Purchaser/s in the Common Areas and Installations and/or the common expenses, the proportion in which the super built-up area of the said Unit may bear to the super built-up area of all the Units in the Building PROVIDED NEVERTHELESS THAT where it refers to the share in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e in case the basis of any levy be on area rental income consideration or user then the share shall also be determined on the basis of area rental income consideration or user of his/her/their respective Units by the Purchaser/s and the other co-owners).

(XI) SAID UNIT shall mean ALL THAT flat measuring sq ft super built up area more or less on the Floor with Car parking space measuring more or less in the ground floor of the G +III storied building at 242/1, East Rajapur, P.S. -Survey Park, Kolkata - 700075, Ward No. 103 presently 109, within the limits of Kolkata Municipal Corporation together with proportionate share in undivided land and right to use common areas parts and installations and the Properties Appurtenant Thereto at the

said Municipal Premises No 242/1, East Rajapur, P.S. Survey Park, Kolkata - 700075, Ward No. 109 within the limits of Kolkata Municipal Corporation together with rights of user of common areas, facilities and all other amenities provided or to be provided at the said building and as expressly mentioned and described in the within mentioned SCHEDULE B and wherever the context so intends or permits shall also include the said share in the said premises.

xii) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible share in the land area comprised in the said premises attributable to the said flat on the floor and Car Parking Space in the Ground Floor of the G+III storied building

xiii) ASSOCIATION shall mean Association, Syndicate Committee or Registered Society that may be formed of and by the Co-owners for the Common Purposes having such rules regulations and restrictions as be deemed proper and necessary by the Co-owners but not inconsistent with the provision and covenants herein contained.

(xiv) MAINTENANCE IN-CHARGE shall mean BIJOY HALDAR son of Nimai Haldar, by Religion – Hindu, by nationality- Indian, residing at A/17/1 East Rajapur, P.O. – Santoshpur, P.S. – Survey Park, Kolkata – 700075, District – South 24 Parganas , the Developer, or his nominee/nominees , or his authorized agent till the formation of the Association by the Owners/occupiers of flats and its taking charge of the acts relating to the Common Purposes.

NOW THIS DEED WITNESSETH as follows

In pursuance of the aforesaid and in consideration of the payment of a sum of **Rs00,00,000.00** (Rupees Only) made by the Purchasers to the Developer/Vendor No I on or before the execution hereof (the receipt whereof the Developer/Vendor No I doth hereby as also by the Memo hereunder written admits and acknowledges and of the same forever releases discharges acquits and exonerates the Purchasers) and in further consideration of the conditions, covenants, stipulations, obligations and restrictions hereinafter contained and on the part of the

Purchasers to be observed fulfilled and performed. FIRSTLY the Developer/Vendor No I doth hereby sells, grants, conveys, transfers, assigns and assures to and unto the Purchasers and the Owners/Vendors No II do hereby fully and absolutely confirm the same ALL THAT residential flat measuring about sq ft super built up area more or less consists of Three Bed Rooms , One Living/Dining Room, One Kitchen, One Toilet and One Veranda on the First Floor (Western side) of the G+III Storied building along with one car parking space measuring sq ft more or less in the Ground Floor of the G +III storied building together with proportionate share in undivided land underneath the Building and right to use common areas parts and installations and the Properties Appurtenant Thereto at Binayak Apartment at Municipal Premises No 242/1, East Rajapur, within the Ward No. 109 of the Kolkata Municipal Corporation is now specifically described under the SCHEDULE B hereunder written AND SECONDLY the Developer/Vendor No I doth hereby sells, grants, conveys, transfers, assigns and assures to and unto the Purchasers and the Owners/Vendors No II do hereby fully and absolutely confirms the same ALL THAT an undivided impartible proportionate variable share or interest in the land comprised in the said premises described under SCHEDULE A hereto, the said Unit, Car Parking Space and the said Undivided Share in the land, collectively hereinafter referred to as the "SAID UNIT AND THE PROPERTIES APPURTENANT THERETO" AND FURTHER TOGETHER WITH the proportionate share or interest in and the right to use and enjoy such of the common parts in common with the other Co-Purchasers and/ or occupiers of the said Complex named as BINAYAK APARTMENT as described Under of the SCHEDULE C hereunder written and of the said Complex AND FURTHER strictly subject to the terms, conditions, covenants ,stipulations, obligations and/or restrictions on the part of the Purchasers to be complied with, observed and performed "SAVE AND EXCEPT' those strictly reserved by the Developer / Vendor No II herein AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Developer and Owners into out of or upon the said Unit and the properties appurtenant thereto hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively TOGETHER WITH their and every or their respective rights, liberties and appurtenances whatsoever to and unto the Purchasers AND TOGETHER WITH easement or quasi-casements with the beneficial use and enjoyment of the said Unit

and the properties appurtenant thereto TO HAVE AND TO HOLD the said unit and the properties appurtenant thereto hereby granted, conveyed, transferred ,assigned and assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances unto the Purchasers free from all encumbrances and absolutely and for ever BUT SUBJECT to the conditions, covenants, stipulations, obligations and restrictions on the part of the Purchasers to be complied with observed and performed as contained herein.

The purchaser from this day has full right and authority to enjoy the said SCHEDULE "B" property i.e the said unit and the properties appurtenant thereto with full right, authority to sell, transfer, convey, gift, mortgage and charge and/ or in any way encumber or deal with or dispose of the said SCHEDULE "B" property under his possession or assign and/ or let out or part with possession and/ or his interest to any person or persons, company or companies at his own sweet will and the Developer/Vendor No I or Owners/Vendors No II cannot raise any objection for the same and the Developer/Vendor No I or Owner/Vendor No II cannot claim any right over the same subject to the terms and conditions as stated in this indenture and also in the **Agreement for sale dated** .

THE DEVELOPER/VENDOR NO I AND OWNERS/VENDOR NO II DOTH HEREBY COVENANT WITH THE PURCHASERS as follows :

- a) THAT notwithstanding any act, deed, matter or thing whatsoever by the Developer/Vendor No I and Owners/Vendors No II or by any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, Developer/Vendor No I and Owners/Vendor No II are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said unit and the properties appurtenant thereto i.e the said Schedule B property and the undivided impartible proportionate share of land attributable to the said Schedule B property and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the PURCHASER in the manner aforesaid.

- b) THAT notwithstanding any act, deed matter or thing done as aforesaid, the Developer/Vendor No I and Owner/Vendor No II now have full power, absolute authority and indefeasible title to grant sell, transfer, convey, assign and assure the said unit and the properties appurtenant thereto i.e the said Schedule B property and all rights and benefits hereby granted, sold, transferred, assigned, conveyed and assured or expressed or intended so to be unto and to the PURCHASER, in the manner aforesaid according to the true intent and meaning of these presents.
- c) THAT the Developer/Vendor No I and Owners/Vendor No II have, at or before the execution of this Conveyance, delivered vacant and peaceful possession of the said unit and the properties appurtenant thereto i.e the said Schedule B property to the PURCHASER along with all fittings and fixtures thereat and Developer/Vendor No I and Owners/Vendor No II have no claim of any nature whatsoever against the PURCHASER.
- d) Developer/Vendor No I is liable for all taxes of the said unit and the properties appurtenant thereto i.e the said Schedule B property including any arrears and interest and penalty upto the date of the execution of the deed of conveyance or handing over the possession of the said Schedule B property whichever is earlier.
- e) The purchaser shall be allowed to affix antenna or aerial on the ultimate roof and the Developer/Vendor No I shall have the right to put additional load whatsoever on the roof and even in the form of plants roof garden or any other structure keeping in mind the structural stability of the building .
- f) The purchaser shall at his own cost and expenses fix up separate meter or meters for electricity power and gas in his own name in the said premises at the place where other meters have been fixed by the **CESC** i. e. in the common meter board place.
- g) The Purchaser shall be entitled to get his name mutated in the records of the Kolkata Municipal Corporation as owners of the said Schedule B property

at his own cost and the Developer/Vendor No I and Owners/Vendor No II agree to give their consent for the same.

- h) The Developer/Vendor No I and Owner/Vendor No II shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the purchaser make do acknowledge, secure and perfect or cause to be made, done acknowledged, executed and perfected all such further and other acts deed matters and things whatsoever for further better and more perfectly securing the said flat and car Parking space together with impartible share or interest in the said land together with the rights hereby sold, granted, transferred, conveyed, assigned and assured unto the purchasers in the manner aforesaid.
- i) That the interest professed to be sold, transferred, conveyed granted, assigned and assured by them subsists and they have not done carried out or caused to be done any act deed or thing save that stipulated hereunder.
- j) That subject to the observance and performance of the terms, conditions, covenants, stipulated, restrictions and obligation hereunder contained as the covenants running with the land and upon the Purchaser contributing and paying the charges and expenses hereunder reserved in perpetuity and subject also to the Purchaser paying and discharging all taxes and impositions in respect of the said Apartment and the Properties Appurtenant thereto, the Purchaser shall for ever use enjoy or occupy the said Apartment and the Properties Appurtenant thereto in the manner intended ;

THE PURCHASER DOTH HEREBY COVENANTS WITH the Developer/Vendor No I and Owner/Vendor No II as follows:

- a) THAT the Purchasers has seen, verified and being satisfied about the title and legality to the property being hereby transferred and hereby undertake not to raise any claim dispute in respect thereof.
- b) THAT The Purchaser shall bear and pay all rates, taxes, maintenance, charges and other outgoings in respect of the said Schedule B property being

transferred on and from the date of Conveyance and shall keep the Developer/Vendor No I and Owner/Vendor No II safe harmless and indemnified in this regard.

- c) THAT the Purchaser being fully satisfied about construction of the building as well as the Schedule B property have received all the papers documents and writings in his full satisfaction in regard to the title of the property being transferred and that the Purchaser shall not claim any further documents or papers from the Developer/ Vendor No I or from the Owner/Vendor No II herein or shall not raise any dispute in respect of the construction of the building or the said Schedule B property in future.
- d) That save and except the said Schedule B property hereby conveyed in favour of the Purchaser herein, the Purchaser shall have no right in any other parts of the building excepting, right to use the common parts and portions as mentioned in the Schedule 'C' hereunder written.
- e) That the Purchaser shall not occupy by way of any nature the passage which is kept for ingress and egress of the other flat owners/occupiers of the building.
- f) The Purchaser shall pay and contribute the proportionate share of any rates and taxes and levies as determined by the statutory authority or maintenance in Charge and association after its formation levying the tax and regularly pay the same.
- g) the Purchaser shall also regularly and punctually bear and pay the following costs and charges :-
- h) The monthly maintenance and service charges as assessed by the Developer/Vendor No I or his authorised agent by the 7th day of each month following the month to which it relates :

- i) Electricity charges based on actual consumption of power consumed individually plus the proportionate of the charges for the power consumed in the common areas, services and portions within the stipulated period as billed
- i) Proportionate of the rates and taxes and levies determined by the Developer/Vendor No I or his authorised agent till the said Unit is separately assessed and thereafter shall individually and regularly pay the same ;
- j) Proportionate costs towards premium of insurance of the building against fire, earthquake etc. (household goods, fixtures)
- k) It is further agreed by and between the parties that it is clearly hereby agreed and understood that the maintenance, upkeep and administration of the residential portion of the complex named as " BINAYAK APARTMENT" shall be carried out by the Developer/Vendor no-I or through any agency authorised by the Developer/Vendor no-I, for this purpose and the purchasers shall be obliged to pay the costs, charges, fees and this purpose to the Developer/Vendor no-I or to any such agency authorised by the Developer/ Vendor no-I without any objection whatsoever till the date Association is not formed. The Developer/Vendor no-I or his authorised agency shall maintain, upkeep and administrate for the enjoyment and maintenance of the complex and facilities unit and the common area and facilities of the project till the owners association is not formed after completing the sales of the flats and car parking spaces in the complex by the Developer/Vendor no-I from his allocation as well as after handing over the Owners allocation to the Owners.
- l) The maintenance charges are subject to upward revision as may be decided by the Developer/Vendor No I based on the market trend. The Maintenance Charges shall become payable from the date of the Possession letter issued in respect of the Schedule B Unit.

- m) The PURCHASER further acknowledges that timely payment of the said maintenance charges is mandatory and non-payment thereof is likely to adversely affect the other unit owners and/or cause disruption in the common services to be provided by the Developer to the other unit owners and to the PURCHASER. In case the PURCHASER fails to pay any amount payable to the Developer/Vendor No I or his authorized agent as the case may be :- (a) The Developer/Vendor No I or his authorized agent shall be entitled to withdraw maintenance services attached to the unit purchased; (b) The PURCHASER shall not be entitled to avail any maintenance services; (c) the PURCHASER shall pay Interest @ 2% per month on the unpaid amount.
- n) The PURCHASER has agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the PURCHASER in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the Developer/Vendor No I or his authorized agent may have, the Developer/Vendor No I or to his authorized agent shall be entitled to withdraw the maintenance services including water supply/electricity and the PURCHASER specifically consents to such withdrawal of maintenance services including water supply / electricity, etc.
- o) The mode and manner of apportionment of maintenance expenses amongst the apartment owners will be decided by the Developer/Vendor No I or his authorized agent whose decision on the apportioned amount of maintenance charges as payable by the apartment owners in this regard shall be final and binding on all the apartment owners including the Purchaser herein.
- p) That the Purchaser has satisfied himself about the title documents, plans and constructions of the building at the said premises and the said Unit and has also checked and is satisfied about the area and /or measurement and the workmanship of the said Unit as mentioned in these presents as well as about the nature of construction, fixtures, fittings, amenities and facilities available in the said building and the said premises and doth hereby agrees

not to raise any dispute or question with regard thereto and hereby further covenants that notwithstanding anything to the contrary, the Purchaser shall pay necessary tax or levies for the protection of his right, title and interest in respect of the said Unit at his own costs and expenses without making the Developer/Vendor No I or its authorised agent and Owner /Vendor No II in any way liable and/or responsible for the same.

- q) That the Purchaser shall have no right to use and shall not claim any right, title of interest or any nature whatsoever in any part or portion of the premises or any facilities, utilities etc., not intended to be sold hereby or to be used in common and further where the right of user or entry has been restricted.
- r) That the proportionate share in the land shall mean the land so made available after the **Developer/Vendor No I** have sold and allotted all the saleable areas, including the areas reserved for open car parking spaces and other utilities and the Purchaser shall not be entitled to challenge or object to such sale or proposed sale of such car Parking spaces or other utility areas at any future point of time. Further the undivided proportionate share in the land shall always be impartible and variable.
- s) The Purchaser has fully understood that the project is being developed in several phases and the Purchaser shall absolutely be precluded from causing any obstacles, impediment or objection to the construction work and the sharing of the common portions facilities , and benefits with the other buyers .
- t) That the Complex shall be known as "BINAYAK APARTMENT" and the Purchasers shall not be entitled to change the name at any time in the future.
- U) That the Purchaser of a Unit shall use the said Unit for lawful residential purpose only and shall not use the same as a guest house, lodging house, coaching center, hotel, school, showroom and/or non-residential use and/or purpose and/or any immoral purpose whatsoever and the car parking space,

if any allotted/sold shall be used for parking of one medium size car only without causing any disadvantage, discomfort, nuisance or inconvenience to the other users and occupiers of the said premises and further, shall not alter nor damage the structural support or the elevation of the building.

- (r) That if the Purchaser fixes his own grills/windows/sliding doors, the same shall be strictly as per the design and elevation prepared by the Architect and shall not project the grills outside the veranda and window,
- s) The Purchaser shall install his air-condition , if any, only at the designated places as designed or indicated by the Architect for the purpose. No new puncture or opening shall be made. Further, the Purchaser shall make proper arrangement for water outlet from the air-conditioner.
- t) That the Purchaser shall co-operate and be generous to each other's so as not to cause any inconvenience or discomfort to the other owners/ occupiers of the units in the building.
- u) The Developer/Vendor No I at any point shall be entitled to have the plan revalidated, revised, renewed or re-sanctioned for the purpose of constructing additional areas in any part or portion of the said premises including to raise any erect further construction as may be allowed by law in any part or portion or the said premises or the building.
- v) The Developer/Vendor No I at any point shall he entitled to Convert the user of any part or portion of the land and building at the said premises as may be allowed by law and to sell, dispose of or deal with the same in any manner desired by the Developer/Vendor No I at his sole discretion.
- x) The Purchaser has received the Khas peaceful Vacant possession of the said Flat and Car Parking Space i.e the said Schedule B property from the Developer/Vendor No I herein

THE PURCHASER shall -

- a) Not do or permit the doing of anything that may cause or is likely to cause any structural damage to the said flat or any part of the said building.
 - b) Not cause any obstruction or hindrance or interference in free ingress or egress to the said premises.
 - c) Not cause any obstruction or hindrance or interference in use and occupation and /or sale of developer's allocation in respect of vacant space under the roof in the ground floor or any portion from his allocation
- 4) That the purchaser along with other owners/ occupiers of the said building shall observe and perform all the rules and regulations to be framed from time to time relating to the protection management and maintenance of the said building and the common areas and facilities thereof.
- 5) It is agreed that the owners/occupiers of flat/flats shall form an Association and frame such rules and byelaws thereof for maintenance and management of the common areas and facilities and general maintenance of the said building and the purchasers shall associate themselves to such association and shall bear proportionate costs of such maintenance and so long the said Association is not formed, the Purchaser/s/Occupiers of the Building will pay maintenance charges as fixed by the Developer to the Developer/ Vendor No I herein or to his agent/agents. The Developer/Vendor No I will refund the residue balance of deposit if any made by the Purchasers to the Owners Association after its formation.
- 6) That the Purchaser shall pay to the Association after its formation, the proportionate costs and expenses for maintenance upon bills being raised by such Association and the Purchasers shall be responsible for payment of proportionate maintenance charges fully described in the Schedule D hereunder written in proportion to the area of the said Schedule B property owned by the Purchasers to the Association after its formation.

IT IS AGREED AND COVENANT BY THE PURCHASERS THAT:-

That All present taxes, duties and levies payable with regard to transfer shall be paid and borne by the PURCHASER. Service Tax / GST at the prevailing rates shall be paid by the PURCHASER wherever applicable.

If at any time after the Effective Date there be imposition of any new and/or enhancement in any tax of levy or fees or charges (including stamp duty and/or registration charges) on the transfer or construction of the SCHEDULE – B Unit the same shall be borne and paid by the PURCHASER within 7 days of demand being made by the Developer/Vendor No I or by its authorized agent without raising any objection thereto.

The PURCHASER shall pay to the Developer/Vendor No I or to its authorized agent the proportionate rates, charges and fees till such time the said SCHEDULE – B Unit is not mutated and separately assessed and thereafter make timely payments of all rates and taxes to ensure that none of the other owners of other Units or the Developer/Vendor No I and Owner/Vendor No II or, (as the case may be,) is affected in any manner for any non or untimely payment.

That the Purchaser shall be the member of the association and shall abide by the Rules & Regulation which will be framed by the said association.

The PURCHASER shall at all times extend his cooperation on the followings (including all consequential amendments and/or extensions thereto) and agree to:-

- a. Allow the Developer/Vendor No I or his authorized agent with or without workmen to enter into said unit for the purpose of maintenance and repairs.
- b. Abide by such rules and regulations as may be made applicable by the Developer/Vendor No I till the association is not formed.
- c. Co-operate at the times of repairs of all roads, pathways, passages and/or any other space of any nomenclature and/or category which are and shall always remain the property of the Developer/Vendor No I.
- d. Inspect and satisfy about the workmanship and completion of the Unit in every respect before taking possession at the time of delivery of

possession of the Unit and not to raise any objection against the Developer/Vendor No I on any ground whatsoever thereafter.

- e. The Purchaser shall pay and contribute the proportionate share of any rates and taxes and levies as determined by the statutory authority levying the tax and regularly pay the same.
- f. The Purchaser/s is/are entitled to have separate electricity consumption meter in his/her/their own name and at his/ her/their own cost. So long the separate electricity consumption meter is not provided to each of the Flat Owner, is entitled to enjoy the electricity connection from the said meter but the proportionate electricity consumption charges is to be borne by him/her/them along with the others users of the said meter.

SCHEDULE "A" PROPERTY ABOVE REFERRED TO:

All That land measuring 5 Cottah more or less together with one Newly Constructed G+III storied building standing thereon comprised in Mouza – Rajapur, J.L. No. – 8, Touzi No. – 109, Revenue Survey No. – 14, C.S. Dag No.- 975, R.S. Dag No. – 1024, under C.S. Khatian No. – 148, R.S. Khatian No. – 561, P.S- Survey Park (Formerly – Jadavpur), District 24 Parganas, at present under Kolkata Municipal Corporation Ward No – 103 presently 109 within the limits of Kolkata Municipal Corporation at present being Municipal Premises No 242/1 Rajapur East , Police Station - Survey Park, Kolkata 700075 along with right to use 20 ft 3 inches wide road with all easement right and the said land butted and bounded as follows :

ON THE NORTH : By 6.150 Meter wide K.M.C Passage

ON THE SOUTH : By Dag No 981

ON THE EAST : By Premises No 242 Rajapur East

ON THE WEST : By Dag No 973

SCHEDULE "B"PROPERTY ABOVE REFERRED TO :

ALL THAT residential flat measuring about sq ft super built up area more or less consisting of () Bed rooms , () Drawing cum dining room, () Kitchen, () Toilet, () W.C , () Balcony on the Floor along with Car Parking Space measuring about sqft in the Ground Floor under the roof marked as of the Ground plus Three storied building constructed as per Building plan sanctioned by The Kolkata Municipal Corporation on the said Schedule 'A' property being Premises No 242/1, East Rajapur, P.S – Survey Park, Kolkata -700075 within the Ward No. 109 of the Kolkata Municipal Corporation together with proportionate share in undivided land and right to use common areas parts and installations and the Properties Appurtenant Thereto at Municipal Premises No 242/1 East Rajapur, P.S – Survey Park, Kolkata -700075 within the Ward No. 109 of the Kolkata Municipal Corporation. . It is specifically mentioned that the purchasers shall not have any right of parking any car ,scooter or other vehicle at any other place in the said premises other than the place allotted for them by the Developer/ Vendor no I under the roof in the ground floor. The said flat and car parking space are shown and delineated in the Plan annexed hereto as Part of this Deed of Conveyance and marked by border line colour 'RED'.

THE SCHEDULE C ABOVE REFERRED TO

(Common areas of the BUILDING where the unit is situated)

1. Stair case on all floors.
2. Stair ease landing on all flours,
3. Lift-Well
4. Lift plant installation.
5. Lift room,
6. Common passage and lobby on ground floor excepting car parking area if any.
7. Roof excluding portions earmarked for specific use by the Developer/Vendor No I and/ or its nominees, assignees further provided that if any Construction is

made on the roof by the Developer/Vendor No I, who shall have such powers and rights, ultimate roof only being part of the common areas.

PART —II

(COMMON AREAS OF THE PREMISES INCLUDES 242 and 242/1 East

Rajapur, P.S – Survey Park, Kolkata -700075)

8. Water pump, water tank, water pipes and other common plumbing installation.
9. Servants toilet and bathroom.
10. Transformer if any , electric wiring, motor, and fittings,
- 1 I. Drainage and sewers including main-holes etc.
12. Pump house,
13. Boundary Walls and main gates,
14. Such other common parts, arras, equipment's and installations, fixtures, fittings and spaces, and drive way in or about the said building as are necessary for passage to other user and occupier of the unit in common and as are specified to be the common parts after construction of the building but excluding the other open and covered spaces and areas including the compounds and side open space /spaces which shall be the exclusive property of the Developer/Vendor No I for his own use or as may be found feasible and the purchasers will not raise any objection for the same. If any objection raised that will not be taken into account in any court of law or before any other authority.

THE SCHEDULE D ABOVE REFERRED TO

PA RT-1

(Common Expenses)

1. The costs and expenses of maintaining redecorating and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floor) gutters and water pipes and for all purposes drains and electric cables and wires in under or upon the said building and enjoyed or used by the unit Holder in common with other occupiers or serving more than one flat in the said buildings, main entrance, landing and stair cases of the said building and enjoyed by

the Purchasers or used by him/her/them in common as aforesaid and the boundary walls of the building, compounds, terrace, lifts, pumps, reservoir, fire system, electrical and other installations.

2. The costs of cleaning and lighting the main entrance, passages, landing , Stair Cases and other parts of the said building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.

2 A. the cost of cleaning maintaining and upkeep of any other common parts and portions including reservoir, , gardens, if any,

3.The cost of decorating the exterior of the said building.

4. The cost of salaries of officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers and electricians.

5. Monthly /yearly costs and expenses of auditors/ Registrar of companies ,Trade licence etc, incurred for the running of the maintenance company.

5A.`Costs and expenses for procuring and obtaining the licences and work orders as and when required including lift, licence, and tube - well licence, if any, allowed to be installed

6.Such other expenses on prorate basis as are deemed to be necessary or incidental for the maintenance and upkeep of the said premises and/or general common areas and facilities.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year above written.

SIGNED AND DELIVERED at Kolkata in
the presence of :

1.

2.

SIGNATURE OF DEVELOPER/VENDOR NO.I

SIGNATURE OF OWNERS/VENDORS NO.II

SIGNATURE OF PURCHASERS

Drafted and Prepared by me

Indrajit Sen, Advocate
High Court, Calcutta
Enrol No :F-947/695/99

