

DEED OF CONVEYANCE

THIS INDENTURE made this the ____ day of _____ Two
Thousand and Twenty Three (**2023**).

BY AND BETWEEN

For ABASAN KOLKATA

Osadip Kumar S J
Partner

1. SMT. SAYANTANI GHOSH (PAN – BOBPG3399Q) wife of Debasish Mondal, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 941, Kalikapur Road, P.O.– Mukundapur, P.S. – Garfa, District – South 24-Parganas, PIN – 700099 and **2. SMT. DOLAN CHAMPA PAL (PAN – AWKPP0122G)** wife of Anil Chandra Pal, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 28B/1A, Rahim Ostagar Road, P.O.– Lake Gardens, P.S. – Lake, PIN – 700045, represented by their Lawful Constituted Attorney **“ABASAN KOLKATA”, (PAN - AAMFA4040Q)**, a Partnership firm, having its registered office at 9, Rupanjali Park(979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its partners namely **(1) SRI PRADIP KUMAR DEY, (PAN –AEAPD7576A)**, son of Late Harendra Lal Dey, by faith Hindu, by Occupation : Business, by Nationality : Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and **(2) SRI SANJEET KUMAR ROY,(PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, by virtue of a registered Supplementary Development Agreement alongwith a Power of Attorney dated 31.03.2022, registered in the office of the District Sub–Registrar –IV, Alipore, and recorded in Book No. I, Volume No. 1604-2022, at pages 129829 to 129855, Being No. 160403340 for the year 2022, hereinafter jointly called and referred to as the **“OWNERS/VENDORS”** (which expression unless repugnant to the context shall mean and include their legal heir/heirs, executor/executors,assignee/assignees, administrator/administrators and representative/representatives) of the **FIRST PART**

A N D

(1) **MR.**, (PAN -) (Aadhaar No.), son of Mr., by Occupation -, and (2) **MRS.** (**PAN -**) (**Aadhaar No.**), wife of Mr., by Occupation -, both by Faith-....., both by Nationality-Indian, both residing at, hereinafter called the **“ALLOTTEES”** (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**

A N D

“ABASAN KOLKATA”, (PAN - AAMFA4040Q), a Partnership firm, having its registered office at 9, Rupanjali Park(979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its partners namely (1) **SRI PRADIP KUMAR DEY, (PAN –AEAPD7576A)**, son of Late Harendra Lal Dey, by faith Hindu, by Occupation : Business, by Nationality : Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and (2) **SRI SANJEET KUMAR ROY,(PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, hereinafter called the **“PROMOTER”** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its heirs, executors, administrators, successors-in-office, successors-in-interest and permitted assigns), of the **THIRD PART.**

The Promoter and the Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. That by virtue of a registered Deed of Conveyance dated 14.03.2019, registered in the office of the District Sub-Registrar -V, Alipore, and recorded in Book No. I, Volume No. 1630-2019, at pages 25743 to 25768, Being No. 163000662 for the year 2019, the **OWNERS** herein namely **1) Smt. Sayantani Ghosh**, and **2) Smt. Dolan Champa Pal**, purchased a plot of land measuring net land area of about 5 Cottahs, 2 Chittacks, 20 Sq.ft., togetherwith one tile shed structure measuring an area of about 100 Sq.ft. situated in R.S. Dag No. 195, under R.S. Khatian No. 145, C.S. Khatian Nos. 131 and 132, under Mouza – Nayabad, J.L. No. 25, known as K.M.C. Premises No. 3618, within the limits of K.M.C. Ward No. 109, presently P.S. – Panchasayar, formerly P.S. – Purba Jadavpur. Kolkata – 700099 for a valuable consideration from the previous owner namely Smt. Sunita Paul wife of Ashok Paul, of 98, Naba Nagar, Jadavpur, P.O. – Jadavpur University, P.S. – Jadavpur, Kolkata – 700032 and thus became the present absolute joint owners in respect of the said landed property.
- B. That after such purchase the said **Smt. Sayantani Ghosh** and **Smt. Dolan Champa Pal**, the **OWNERS** herein have jointly mutated their names in respect of the said purchased land in the records of K.M.C. and have been paying taxes with Assessee No. 31-109-08-7641-0 and also in the records of the B.L.& L.R.O., Kasba.
- C. That thereafter the present **OWNERS** herein have duly made Conversion of the said Land (from Shali to Bastu) from Additional B.L.L.R.O., Thakurpukur, Metiaburuz vide Conversion Reference Case No. 457/2019 and Memo No. 17/1435/Con. Certificate/BLLRO/S 24-Pgs/KOL/2020 dated 10.08.2020 and Case

No. 456/2019 and Memo No. 17/1436/Con. Certificate/BLLRO/S 24-Pgs/KOL/2020 dated 10.08.2020.

- D. That the **OWNERS** herein thus being fully seized and possessed of and/or otherwise well and sufficiently entitled to the said landed property, which is free from all encumbrances, charges, lines, lispens, claims, demands, attachment, requisition, acquisition, trust and liability whatsoever, initially decided to develop the said property by constructing a G+4 storied brick and concrete built building on the said land and owing to their inconveniences, the **OWNERS** herein also decided to construct such building through a well-financed and reputed Promoter who would construct the building after obtaining sanctioned building plan from the Kolkata Municipal Corporation in respect of the aforesaid land which is more fully described in the **SCHEDULE "A"** below.
- E. That the **PROMOTER** agreed and expressed its willingness to develop the said land and construct multi-storied (G+4) building with lift facility with apartments or flats system with the object of selling such apartments or flats for commercial exploitation.
- F. That both the **OWNERS** and the **PROMOTER** as above mentioned herein, in pursuance of the above object also executed a Development Agreement dated 14.03.2019, registered in the office of the District Sub-Registrar -V, Alipore, and recorded in Book No. I, Volume No. 1630-2019, at pages 26908 to 26937, Being No. 163000663 for the year 2019 for the construction of a new Ground plus Four (G+4) storied building with lift facility upon the aforesaid property as per the building plan (to be sanctioned) under certain terms and conditions as mentioned therein and in the said registered Development Agreement the entire Developer's Allocation and also the entire Owner's Allocation were properly described. The

OWNERS also executed a Promoter Power of Attorney dated 14.03.2019, registered in the office of the District Sub-Registrar -V, Alipore, and recorded in Book No. I, Volume No. 1630-2019, at pages 26570 to 26592, Being No. 163000673 for the year 2019 and appointed the **PROMOTER** herein as their Constituted Attorney to do and perform certain acts and deeds as mentioned therein on behalf of the **OWNERS** herein.

- G. That the **PROMOTER** herein took necessary steps for obtaining a G+4 building plan sanctioned from KMC in pursuance of the said development agreement dated 14.03.2019 but in terms of the prevailing building laws the **PROMOTER** could only get sanction of a Ground plus three (G+3) storied building plan with Lift facility from The Kolkata Municipal Corporation, Borough Office - XII, vide sanctioned building Permit No. 2021120461 dated 25.03.2022 and the **PROMOTER** started developing the entire premises and erecting the building thereon as per aforesaid sanctioned building plan as well as annexed specification. It may be mentioned herein that at the time of purchase, the road on the western side of the said land was 30ft. wide but due to the erosion of soil caused by the adjacent pond, the width of the said road has now become 16 ft. only.
- H. That pursuant to such change in the plan of the said proposed building, both the **OWNERS** and the **DEVELOPER**, executed a Supplementary Development Agreement alongwith a Power of Attorney dated 31.03.2022, registered in the office of the District Sub-Registrar -IV, Alipore, and recorded in Book No. I, Volume No. 1604-2022, at pages 129829 to 129855, Being No. 160403340 for the year 2022 and thereby freshly distributed the respective shares/allocations of the parties in the said proposed G+3 building specifically under Schedule 'B' and 'D' written therein and the **OWNERS** also inter alia appointed the **PROMOTER** herein as their

Constituted Attorney to appoint Engineer, Architect, labour contractor, labour surveyor for construction of the building over the land of the **OWNERS** and also authorized the **PROMOTER** to sign and execute all agreements for sale to the prospective and intending buyers and/or purchasers of the flats under Developer's allocation and to receive money towards consideration of proposed flats of the building as well as to do, execute or perform all acts on behalf of the **OWNERS**.

- I. That the Flat as mentioned in the **SCHEDULE - B** below is of Developer's allocated portion of which the **PROMOTER** shall receive the entire sale proceeds i.e. consideration amount from the intending Purchaser(s) herein.
- J. The said land as mentioned in the **SCHEDULE - A** below is earmarked for the purpose of building a residential cum commercial project comprising of multistoried apartment building consisting of residential and commercial spaces and the said project shall be known as "**ELLORA Abasan**".
- K. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Real Estate Rules, 2021 having Registration No: _____ dated _____.
- L. Pursuant to Application made by the Allottees dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottees. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages ____ to _____ , Being No.____ for the year _____ the Promoter agreed to sell and the Allottees agreed to purchase **ALL THAT** the **Flat No.....** on the Floor, side of the building namely **ELLORA Abasan**, the situation whereof is shown in the master plan annexed hereto and bordered in Red, admeasuring

..... Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area **TOGETHER WITH** the pro-rata undivided share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area **TOGETHER WITH** the right to use Independent **Car Parking Space being no.** situated in the Ground Floor of the building measuring an area of about **135 (One hundred and Thirty five) Sq.ft.**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the “said Unit and the Properties Appurtenant thereto”) at or for a consideration of Rs. (Rupees only) more fully described in the **THIRD SCHEDULE** hereunder written.

M. The Allottees have: -

- 1) Fully satisfied themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
- 3) Inspected the plan sanctioned by Kolkata Municipal Corporation in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottees shall remain restricted to the said Unit and the Properties Appurtenant thereto.

- 6) Examined and satisfied themselves about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agree to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottees shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied themselves as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and have agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

N. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./-(Rupeesonly) of the lawful money of the Union of India well and truly paid by the Allottees to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottees and the said Unit and the properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottees **ALL THAT** the said Unit being no. _____ on the _____ floor of the building, having carpet area of _____ square feet, corresponding to **super built-up area of Sq.ft. more or less** situated on the **Floor**side of the Building and the apartment is consisting ofBed rooms, One Drawing-cum-Dining room, One Kitchen,Toilet, W.C. and one Balcony, **TOGETHER WITH** the right to use Independent **Car Parking Space being no.** situated in the Ground Floor of the building measuring an area of about **135 (One hundred and Thirty five) Sq.ft.**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the pro-rata undivided share in the common parts, portions, areas, facilities, and amenities but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the "said

Unit and the Rights and Properties Appurtenant thereto”), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, installations and facilities as described in detail in SCHEDULE- D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottees.

AND THE OWNERS /VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:

a. Notwithstanding any act deed, matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary, the Owners/Vendors are or the Promoter is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit 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. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right, title, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said Unit and the Rights and Properties

Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Allottees in the manner as aforesaid.

c. The said Unit and the Rights and Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through, under or in trust for the Owners/Vendors or the Promoter.

d. The Allottees shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Unit and the Rights and Properties Appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e. The Allottees shall be freed, cleared and absolutely discharged, saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, or trust or claims and demands whatsoever created, occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Unit and the Rights and Properties Appurtenant thereto or any part thereof through, under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottees make, do and execute or cause to be made, done and executed all such further lawful acts, deeds or

things whatsoever for further better or more perfectly assuring the said Unit and the rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Allottees in the manner as aforesaid as shall or may be reasonably required.

g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof is, can or may be impeached, encumbered or affected in title or otherwise.

h. The Promoter doth hereby further covenant with the Allottees 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 Allottees shall produce or cause to be produced to the Allottees or to their attorneys or agents or authorized representatives at or before any trial, examination or commission for inspection or otherwise as occasion shall require, the title deeds in connection with the said Unit and also shall at the like request and costs of the Allottees, deliver to the Allottees such attested or other true copies or extracts therefrom as the Allottees may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEES SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED, HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Apartment Owners' Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the Holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts, deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottees as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottees and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of a plot of land measuring an area of about **5 (five) Cottahs, 2 (two) Chittacks and 20 (twenty) Sq.ft.**, be the same a little more or less, whereon a Ground Plus three Storied (G+3) residential building with lift facility namely **ELLORA ABASAN** has been constructed as per sanctioned building Plan vide Building Permit No. 2021120461 dated 25.03.2022 duly sanctioned by The Kolkata Municipal Corporation, Borough Office – XII, situate in Mouza – Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag

No. 195, under R.S. Khatian No. 145, C.S. Khatian Nos. 131 and 132, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. **Premises No. 3618, Nayabad, Kolkata - 700099** being Assessee No.31-109-08-7641-0, presently under P.S. - Panchasayar, (formerly under P.S. - Purba Jadavpur), and the entire property is butted and bounded by :

- ON THE NORTH : Maa Anandamoyee Kalibari (Nayabad D.P.K. Housing Complex);
- ON THE SOUTH : A three storied building;
- ON THE EAST : Premises No. 830/1, Nayabad and vacant land;
- ON THE WEST : 16'-0" wide black top road.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT AND THE RIGHTS AND PROPERTIES
APPURTENANT THERETO)**

ALL THAT the **Flat No. having carpet area of**
Square Feet corresponding to **super built-up area of**
.....(.....) Sq.ft. more or less situated on the
.....Floor side of the Building ("Unit") and the
flat is consisting ofBed rooms, One Drawing-cum-Dining
room, One Kitchen, Toilet, W.C. and One Balcony more or
less **togetherwith one Garage No.** situated in the **Ground
Floor** of the building measuring an area of **135 (One hundred and
Thirty five) Sq.ft. more or less** and also together with pro-rata
undivided share of land and all common rights and common service
and expenses and also fixtures and fittings, electrical installation
and the entire building is being erected as per aforesaid sanctioned
Building Permit No. 2021120461 dated 25.03.2022 sanctioned by
The Kolkata Municipal Corporation, Borough Office XII and also as
per specification, annexed hereto marked with letter 'X' and

proposed flat and Car Parking Space is situated within the Jurisdiction of the K.M.C. being **Premises No. 3618, Nayabad**, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099., as described in the **FIRST SCHEDULE** above.

THE THIRD SCHEDULE

(COMMON AREAS, RIGHTS AND SERVICES)

Common areas, common parts, facilities and amenities as referred to herein above shall be proportionately attributable to each flat which include the following :-

1. Foundation columns, beams, support, main walls, boundary walls, parapet walls, common drains, sewerage system common spaces, corridors, Lobbies.
2. Common stair-case from ground floor landing up to top floor.
3. Underground water reservoir, Septic tank, Overhead water tank.
4. Electrical Meter Room, pipe and ducts and walls apparatus and installations in the said building for common use.
5. Main entrance gate.
6. Entrances passage of the building from main entrance gate to the stair up to the Flat and vacant roof.
7. Pipe lines for water connection.
8. Common egress and ingress to the other parts of the said building.
9. Common user of the Roof (vacant portion only).
10. Open land and spaces in the Ground Floor of the building.
11. Lift and lift room.

12. Electrical common fittings and fixtures, wiring.
13. Caretaker's room in the Ground floor, common toilet (W.C.) and Pump Room in the ground floor.
14. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed with the co-owners.
15. Boundary walls and main gate of the Premises.
16. Vacant space and W.C. in the Ground Floor of the building. .
17. Lift of the building.
18. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
19. Pump Room in the ground floor of the building.

THE FOURTH SCHEDULE

(RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use the same for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The **PURCHASERS** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to affect the construction of the said structure of the said building or to the insurance of the building.
3. The **PURCHASERS** shall not decorate the exterior of the said building otherwise than in a manner agreed by other Owners or in a manner as near as may be in which the same was previously decorated.
4. The **PURCHASERS** shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the **PURCHASERS** shall be entitled to open any new window or any other apparatus on the outside of the said building and Flat.
5. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
6. Not to allow or permit to store any goods articles or things in the staircase or any portion thereof or in the land or any part thereof
7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
8. 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 alternation in the elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owners' Association differs from the colour scheme of the building or deviation or which in the opinion of the Owners' Association may affect the elevation in respect of the exterior walls of the said buildings.
9. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owners' Association and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
10. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of their own car.

11. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to them.
12. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes, cables and other fixtures and fittings serving the said building and the said Flat.
13. No clothes or other articles shall be hung or exposed outside the said Flat nor flower box, flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat nor any bird, dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owners' Association.
15. Not to do or cause to be done any act, deed, matter which may be a nuisance or annoyance to the other Flat Owners and occupiers of the said building including not to permit any gathering and/or assembly of any persons under the **PURCHASERS** in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE FIFTH SCHEDULE

(MAINTENANCE /COMMON EXPENSES)

1. Repairing, rebuilding repainting, improving or other treatment as may be necessary for keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may be necessary and in a proper and workman like manner, all the wood, metal, stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing, repairing any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common paths and halls, passages, landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating, maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners' Association may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates, taxes, duties, charges, assessments, license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals, owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of any part thereof so far as the same is not the liability of or attributable to any individual owner of any unit,

13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/occupier of any flat/unit.
16. The purchase, maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners' Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision of maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Owners' Association is reasonable to provide.

IN WITNESS WHEREOF the Parties hereto put their respective hands and seals on this indenture here at Kolkata on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the within named **PARTIES** at Kolkata in presence of :

WITNESSES:

1.

1.

2.

As lawful Constituted Attorney of Smt. Sayantani Ghosh and Smt. Dolan Champa Pal, the Owners/Vendors herein

SIGNATURE OF THE FIRST PART/OWNERS/VENDORS

1.

2.

SIGNATURE OF THE SECOND PART/ALLOTTEES

1.

2.

SIGNATURE OF THE THIRD PART/PROMOTER

Prepared & Drafted by :

KANAK KIRAN BANDYOPADHYAY

Advocate

Enrolment No. WB/1821/2002

High Court Bar Association,

Room No. 16, High Court, Calcutta.

Mob. No. 9051338537, 9831068537

Email: kanakban@gmail.com

Residential Chamber:

16/2A, Kalikapur Road, Kolkata-700099.

MEMO OF CONSIDERATION

RECEIVED with thanks the sum of **Rs.**/- (**Rupees**) only as full consideration price from the within

mentioned **ALLOTTEES** against the within mentioned Flat No.situated on the **Floor**,side together with one **Car Parking Space** being No. "....." situated in the **Ground floor** of the building namely **ELLORA Abasan** at K.M.C. **Premises No.3618, Nayabad**, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099 in the manner followings :-

Sl. No	Cheque/ Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)
1.				
2.				
3.				
4.				
TOTAL :				Rs.

(Total Rupees) only.

WITNESSES :

1.

1.

2.

2.

For ABASAN KOLKATA

Dradip Kumar S J
Partner

SIGNATURE OF THE THIRD PARTY/
PROMOTER

DATED THIS THE DAY OF DECEMBER, 2023

BETWEEN

1. SMT. SAYANTANI GHOSH
2. SMT. DOLAN CHAMPA PAL
FIRST PART/OWNERS/VENDORS

AND

1.
2.
SECOND PART/ALLOTTEES

AND

ABASAN KOLKATA
THIRD PART/DEVELOPER

DEED OF CONVEYANCE

KANAK KIRAN BANDYOPADHYAY
ADVOCATE
HIGH COURT, CALCUTTA
16/2A, KALIKAPUR ROAD,
KOLKATA-700099
MOBILE : 9051338537, 9831068537
Email. kanakban@gmail.com