

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE made this the      day of....., Two  
Thousand Twenty ..... (202....)**

**BETWEEN**

**SMT. SAHAJANYA SAHA, PAN-AXMPS4132N** & Aadhaar No.5733 2508 2154, Wife of Mr. Sankarsan Saha and daughter of Mr. Swapan Kumar Saha, by faith-Hindu, by Nationality-Indian, by Occupation-Business and residing at 6B, Nayaratna Lane, Shyambazar Mail, Post Office-Shyambazar, Police Station- Burtola, Kolkata-700004, hereinafter called the "**LAND OWNER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assignees) being represented herein by her Constituted Attorney **M/S. B.S. ENGINEERING INFRACON PRIVATE LIMITED**, CIN-U70100WB2018PTC225695, PAN-AAHCB7776Q, an Indian Company incorporated under the Companies Act, 1956, having its registered office at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004, represented by its Directors namely 1) **MR. SANJOY KUMAR SAHA**, DIN-00879785, PAN- ALNPS7080E, Aadhaar No.9783 2192 6792, 2) **MR. SANKARSAN SAHA** (DIN-01303988, PAN-ALAPS7090R, Aadhaar No.2399 0642 8905) both are the sons of Late Shyamal Kumar Saha, by faith-Hindu , by Nationality-Indian, by Occupation-Business and residing at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004 and 3) **MR. SANJAY BEJ**, (DIN-07220737, PAN-AIYPB8655Q, Aadhaar No.8676 8741 5290, son of Asit Bej, by faith-Hindu , by Nationality-Indian, by Occupation-Business, residing at 48/1, P.C.B. Street, Post Office and Police Station- Bowbazar, Kolkata- 700012 of the **FIRST PART**

**AND**

**M/S. B.S. ENGINEERING INFRACON PRIVATE LIMITED**, CIN-U70100WB2018PTC225695, PAN-AAHCB7776Q, an Indian Company

incorporated under the Companies Act, 1956, having its registered office at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004, represented by its Directors namely 1) **MR. SANJOY KUMAR SAHA**, DIN-00879785, PAN- ALNPS7080E, Aadhaar No.9783 2192 6792, 2) **MR. SANKARSAN SAHA** (DIN-01303988, PAN-ALAPS7090R, Aadhaar No.2399 0642 8905) both are the Sons of Late Shyamal Kumar Saha, by faith-Hindu , by Nationality-Indian, by Occupation-Business and residing at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004 and **3) MR. SANJAY BEJ**, (DIN-07220737, PAN-AIYPB8655Q, Aadhaar No.8676 8741 5290, Son of Asit Bej, by faith-Hindu , by Nationality-Indian, by Occupation-Business, residing at 48/1, P.C.B. Street, Post Office and Police Station- Bowbazar, Kolkata- 700012, hereinafter called the "**Developer/Confirming Party**" (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors in office and assigns) of the **SECOND PART**.

**AND**

[If the Allottee/Purchaser is an Individual]

Mr./Ms.\_\_\_\_BC\_\_\_\_\_, ((PAN\_\_\_\_\_ & Aadhar No.\_\_\_\_\_) son/ daughter/wife of GC \_ , aged about \_\_\_\_\_54 Years, residing at 124, Hatiara Main Road, Kolkata- 700 059, hereinafter called the "Allottee/Purchaser"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

**WHEREAS** Pasupati Nath Paul sold a Plot of land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata in favour of Madho Prasad Jalan by executing one Deed of Conveyance on 8th June, 1962, which was registered at the Office of Registrar of Assurance, Kolkata and was recorded in Book No. I, Volume No. 100, Pages from 59 to 66, Being No. 3002 for the year 1962.

**AND WHEREAS** after purchase of the aforesaid plot of land the said Madho Prasad Jalan became the absolute owner of the said plot of land and mutated his name with the record of Kolkata Municipal Corporation and was paying regular taxes and dues to the concerned authority.

**AND WHEREAS** during his life time the said Madho Prasad Jalan executed a Will on 27.02.1965 in respect of his various properties including the land situated and lying at the southern portion of 28, Nandalal Bose Lane, Calcutta in favour of Purshottam Das Jalan.

**AND WHEREAS** Madho Prasad Jalan died on 21.12.1978 and after his death a letter of administration was granted to Purshottam Das Jalan by the learned City Civil Court, Calcutta on 1st day of November, 1990 (in L.A. Case No. 2 of 1989).

**AND WHEREAS** by dint of Will of Madho Prasad Jalan, since deceased Purshottam Das Jalan became the absolute owner of the land lying and situated at the southern portion of 28 Nandalal Bose Lane, Calcutta and mutated his name with the record of Calcutta Municipal

Corporation and was paying necessary taxes and all outgoings to the concerned authority.

**AND WHEREAS** the said Purshottam Das Jalan executed one Will dated 4th November, 1998 before his death wherein all his properties were bequeathed in favour of his daughter Sm. Neeraja Rateria. Later on, on 15<sup>th</sup> April, 1999 the said Purshottam Das Jalan died leaving behind executrix of his last will and testament.

**AND WHEREAS** after death of the said Purshottam Jalan, the said Sm. Neeraja Rateria, the executrix of the said Will of Purshottam Das Jalan produced the will before the Hon'ble High Court at Calcutta and the said High Court allowed probate of the said Will on 29<sup>th</sup> June, 2001 (in PLA No. 109/2001).

**AND WHEREAS** thus the said Sm. Neeraja Rateria became the sole and absolute owner of the land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata and mutated her name with the record of Kolkata Municipal Corporation and was paying regular taxes and outgoings without any interruption.

**AND WHEREAS** Sm. Neeraja Rateria sold the entire land in favour of Smt. Sahajanya Saha the landowner herein by executing one Deed of Conveyance dated 4<sup>th</sup> February, 2003 which was registered before the Registrar of Assurances-II, Kolkata and was recorded in Book No. I, Volume No.I, Pages from 1 to 20, Being No.08085 for the year 2003.

**AND WHEREAS** after purchase of the land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata she mutated her name with the record of Kolkata Municipal Corporation (Assessee No.110072300336) and have been paying taxes and outgoings and enjoying peaceful possession of the land and the structure measuring about 200 sq.ft. lying thereon.

**AND WHEREAS** the Developer considering the bonafide approach of the Owner accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute had entered into **Development Agreement** dated 1<sup>st</sup> February, 2024 with the abovenamed Landowner in respect of **ALL THAT** piece and parcel of bastu land measuring about 6 Cottah 4 Chittak 44 sq.ft. more or less lying and situated within the Southern portion of Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No. 110072300336 in Ward No.7 under Kolkata Municipal Corporation along with a corrugated shed measuring about 200 sq.ft. standing thereon. The said Development Agreement was registered in the office of the Additional Registrar of Assurances- II, Kolkata and recorded in Book No.I, Volume No.1902-2024, Page from 69679 to 69734, being No.190201323 for the year 2024.

**AND WHEREAS** in pursuance of the said Development Agreement, the abovenamed Owner, duly executed a **Registered Development Power of Attorney** dated 1<sup>st</sup> February, 2024, duly appointed the abovenamed Developer as her true and lawful attorneys empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and

all acts, deeds and things related thereto for and on behalf of them. The said Power of Attorney was registered in the Office of the Additional Registrar of Assurances- II, Kolkata and recorded in Book No.I, Volume No.1902-2024, Page from 70456 to 70477, being No.190201338 for the year 2024.

**AND WHEREAS** the Vendor/Developer at its own cost and expenses submitted a Building Plan for construction of masonry building upon the said property to the Kolkata Municipal Corporation and the said Building Plan was duly sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2023010019.

**AND WHEREAS** according to the Development Agreement dated 1<sup>st</sup> day of February,2024 the Land Owner of the First Part has given exclusive Right to the parties of Second Part to develop the land under her absolute ownership and possession, situated at Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No. 110072300336 in Ward No.7 under Kolkata Municipal Corporation and to construct a G+IV storied building in or over the land with exclusive right to construct the building consisting of flats, shops, garage on the said land in such a manner as would be and since has been decided by unto the Second Part as Developer having exclusive right to appoint all workmen, engineers, technical heads, architects and experts on their exclusive cost and to sale the Developer's portion on their behalf with proportionate share in the land and common areas and facilities for each and every unit within the building.

**AND WHEREAS**, the Developer became entitled to commence construction of a G+4 storied building upon the land measuring 6 Cottah 4 Chittak 44 Sq.ft. a little more or less situated and lying at Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No. 110072300336 in Ward No.7 under Kolkata Municipal Corporation by virtue of the registered Development Agreements dated 1st day of February,2024 having full right of constructing a G+4 storied building on the said land, which is more fully described in the Schedule A herein below strictly following the Plan sanctioned by the Kolkata Municipal Corporation under full control and supervision of the Developer of the Second Part.

**WHEREAS** the Developer herein has completed constructional work of the G+4 storied Building as per sanctioned plan on the land as described in the Schedule "A" given below and all works for the units have already been finished satisfactorily. During such constructions work, purchasers opted to purchase the units hereby sold and the Land Owners/Vendors have agreed to sale the unit.

**WHEREAS** the Purchaser/s herein, being desirous of acquiring one **3 BHK residential Flat** in the building, approached the Land owner /Vendors to book for a Residential **Flat vide No. A-1** lying under Land Owner's allocated portion as per the aforesaid Development Agreement which would be situated in the First Floor with the price quoted by the Land Owner/Vendor with necessary GST applicable thereon. As such, the Land Owners offered one **3 BHK** residential Flat vide No. **A-1** to the Purchasers, which would be situated as per sanctioned Plan in the First Floor measuring a carpet up area about **979 Sq.ft. (SBA 1224 Sq.ft.)**



more or less, comprised with **3** Bed rooms, **1** Drawing & Dinning, **1** Attach Bath, **1** Common Bath, **1** Open Kitchen and **1** Balcony, which would be constructed on the "Said Land" of the Land Owner/Vendor of the First Part, described in the **Schedule "B"** given below, inclusive of the proportionate share governed by the staircase, lobby, common passages, etc. fully described in the **Schedule "C"** hereto **TOGETHER** with proportionate undivided and impartible share or interest in the land and the common areas in the entire premises, which the Land Owners/Vendors have agreed to sale at a mutually agreed consideration of Rs. 96,37,031 (Rupees Ninety Six Lakh Thirty Seven Thousand Thirty One) only including **GST** payable as per statute of the Government for each and every payment against such agreed consideration subject to the terms, conditions and stipulations herein contained and with strict observances and compliances of the payment Schedule.

**NOW THIS DEED AND INDENTURE WITNESSETH AS FOLLOWS :** In pursuance of the Application No. BSEIPL/02 dated 28.06.2024 and the said Agreement for Sale dated **11.07.2024** and in consideration of the sum to **Rs. 96,37,031** (Rupees Ninety Six Lakh Thirty Seven Thousand Thirty One) only together with **GST** at presently prevailing rate @ 5.00% already paid by the purchasers to the Land Owner/ Vendor herein, being the entire consideration money for the said Flat and garage including the undivided proportionate share in the common portions and undivided and impartible share of the land related thereto (the receipt whereof the Land Owner/Vendor doth hereby admit acknowledge and of and from the same release and discharge the purchasers and every part thereof) the Land Owner/Vendor doth

hereby acquit, exonerate and release and forever discharge the purchasers as well as the said undivided and impartible proportionate share or interest in the said land and the said Flat, the right and properties appurtenant thereto and the proportionate share in the common areas respectively the Land Owner/Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the purchasers **ALL THAT** one of the units of the apartment being **Flat No. A-1** on the **1<sup>st</sup>** floor measuring carpet up area about **979 Sq.ft. (SBA 1224 Sq.ft.)**, consisting of **3** Bed Rooms, **1** Drawing & Dining Room, **1** Attached Bath, **1** Common Bath, **1** Balcony and **1** kitchen delineated in the Plan annexed herewith, being bordered **RED** and hereinafter called the "**said Flat**" more fully and particularly described in the **Schedule "B"** hereunder written, as contained in the said **G+4** storied building ".....", more fully and particularly described in the Schedule "B" hereunder written and fully delineated on the map annexed hereto and bordered as "**RED**" TOGETHER WITH undivided impartible proportionate share in the land contained in the premises, more fully and particularly described in the **Schedule "A"** given below, **TOGETHER WITH** undivided proportionate share in the common portions fully described in the Schedule "C" given below in common with the co-owners and/or occupier of the new building **TOGETHER WITH** the proportionate share and/or benefit of the plan relating to the said flat and garage and the common areas **TOGETHER WITH** all rights appurtenant thereto which are collectively called the said **Flat** and Garage and the rights and properties appurtenant thereto **AND** the reversion or reversions, remainder or remainders, and the rents issues and profits of the said Flat and the rights and properties appurtenant thereto and all other rights hereby conveyed **TOGETHER WITH** all

rights, liberties and appurtenances whatsoever of the Vendors unto or upon the said Flat and the right and properties therein comprised and hereby granted sold conveyed transferred amongst and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER WITH** all rights liberties and appurtenances whatever UNTO the purchasers free from all encumbrances trusts, liens lispendence and attachments whatsoever **AND TOGETHER FURTHER WITH AND SUBJECT** to the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said premises, the land and the building by the purchasers and the co-owners as mentioned in the Schedule "D" hereto **TO HAVE AND TO HOLD** the said Flat and the rights and properties appurtenant thereto and all other benefits and rights, hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants and the rules and regulations specifically given in the Schedule "E" below **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes impositions and other common expenses relating to the said premises proportionately and the said unit and right and properties appurtenant thereto wholly, details whereof are fully mentioned in the **Schedule "E"** hereto.

**THE LAND OWNERS/VENDORS DOTH HEREBY COVENANT WITH  
THE PURCHASERS AS FOLLOWS:**

1) **THAT** the interest which the Land Owner/Vendor doth hereby profess to transfer, subsists and that the Land Owner/Vendor

has the sole right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the purchasers the said share in the land and the rights and properties appurtenant thereto and the said Flat and garage together with the undivided proportionate share in the common portions, respectively TOGETHER WITH the **BENEFITS RIGHT AND PROPERTIES**, hereby sold and conveyed.

**2) AND THAT** it shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon and to use hold, possess and enjoy the said share in the land and the rights and properties appurtenant thereto, the said Flat and garage and the undivided proportionate share in the common portions of the Building and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues, and profits thereof, without any interruption, disturbance, claim, or demand whatsoever, from or by the Land Owner/Vendor or any person or persons claiming through under or in trust for her, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein and/or were in the Agreement for sale.

**3) AND THAT** the Land Owner/Vendor shall from time to time and at all times hereafter upon every request and at the cost of the Purchasers, make, do acknowledge exercise execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said share in the land and the rights and properties appurtenant thereto, the said space for Land Owner/Vendor and the undivided

proportionate share in the common portions TOGETHER WITH the benefits rights and the properties hereby granted, unto the purchasers in the manner aforesaid.

**4) AND THAT** the Developer/Confirming Party and/or Flat/Unit owner's association upon its formation, shall unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the cost of purchasers, produce or cause to be produced to the purchasers or to their attorneys or agents or before or at any trial, attorneys or agents or before or at any trial commission, examination, tribunal board or authority, for inspection or otherwise, as occasion shall require, the original title deeds of the premises which are presently in the possession of the Land Owner and also shall at the like request and cost of the purchasers deliver to the purchasers such attested or other copies or extracts there from, as the purchasers may require and shall in the meantime, keep the same safe, unobliterated and unconcealed.

**5) AND THAT** the Vendor or Developer shall not do anything or make any grant or term whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all acts as be necessary or to ensure the rights available to the purchasers as co-owners herein.

**THE PURCHASERS DO TH HEREBY COVENANT WITH THE  
VENDOR & DEVELOPER AS FOLLOWS**

The purchasers shall observe, fulfill and perform the rules, regulations and covenants hereunder written and/or under the Agreement for Sale

**SAVE** those thereof as have already been observed, fulfilled and performed, including those described in the Schedule "I" (Covenants Rules and Regulations) hereto and to regularly pay and discharge all taxes, impositions and all other outgoings in connection with the said Flat and garage and the common portions of the Building and/or the new building proportionately including the common expenses.

**PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND  
DECLARED BY AND AMONGST THE PARTIES HERETO AS  
FOLLOWS**

**1)**           **THAT** the said Flat and common portions in terms thereof and/or the agreement for sale has been executed, completed and made the Flat and garage habitable tenantable and vacant possession thereof has been delivered by the Land Owner/Vendor and received by the purchasers and being satisfied in full, undertook to abide by all rules and regulations and to pay necessary taxes and payables to the Government Departments whenever stands payable with receipt of necessary documents in respect of the property in question.

**2)**           **AND THAT** the purchasers neither have nor shall claim from the Vendor and/or Developer and/or the other co-owners, any right, titles or interest in any other part or portion of the land and/or the new building **SAVE** the said Flat and the Rights And Properties Appurtenant thereto and the benefits rights and properties hereby sold and conveyed.

**3)**           **AND THAT** the building is named as ".....", which shall always remain unchanged.

**IT IS HEREBY AGREED BY THE PURCHASERS** that they will at their own cost and expense do the followings:-

- 1) Keep the said Flat properly painted and in good repairs and in neat and clean condition and maintain as a decent and respectable unit for using as residential unit.
- 2) Use the said Flat and all common portions carefully, peacefully and quietly and only for the purpose for which it is meant.
- 3) For proper maintenance of the building, the purchasers will be bound to join the **Apartment Owners' Association** which would be formed by the Owners of different units of the building for centrally maintaining the project ..... and will pay regular maintenance charges to the maintaining authority every month in due time.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT  
THE PURCHASERS SHALL NOT DO THE FOLLOWINGS:**

- 1) Obstruct the Vendors or Developer in their acts relating to unsold units, if any, the common portions and other installations thereof.
- 2) Violate any rules and/or regulations laid down for the common purposes and for the user of the common portion.
- 3) Injure harm or damage the common portions or any other flats in the new building by making any alterations within their Flat or withdrawing any building support or otherwise.

- 4)** To claim any partition of the proportionate share of land and the related Schedule “E” Flat and the common portion.
- 5)** To keep any material in common passage area and to obstruct other owner/ occupier for their free access that is egress and ingress by any means.
- 6)** To make any structural addition and alteration within the flat or any act causing any damage to the structure of the building.
- 7)** To change/convert the user of the said unit into Godown, Factory and to keep any inflammable goods or any chemical or any kind of goods and things being combustible in nature, which will interfere safety, security of the life and health hazards of the flat and Garage owners as well as of the building.
- 8)** To do any act causing any damage of wall, foundation beam, ceiling structure etc. and to insert any nail on the common wall, common beam, ceiling etc. as the wall between the Flat room of ‘B’ Scheduled Flat shall be common.
- 9)** To do any act on the exterior portion, that is, outside of the said Flat.
- 10)** To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated thereof,



- 11)** To display any name plate except at the entrance door of the said Flat.
- 12)** To install any machine or anything causing vibration and sound.
- 13)** Use the said flat or any part thereof for any purpose other than the purpose of residence.
- 14)** To encroach any common portion of the building, to obstruct, jeopardy the user thereof and to encumber any of such portion in any manner whatsoever.
- 15)** To avoid the liability or responsibility of repairing of any common portion with and/or like other co-owners of the unit, or any component part of the flat hereunder sold and transferred.
- 16)** To keep or store any offensive combustible, obnoxious or hazardous articles in the said flat.
- 17)** Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats in the new building and/or the adjoining building or buildings.
- 18)** Place or cause to be placed any article or object in any of the common areas.

**19)** Allow any person to stay within their Flat as Tenant/ Licensee without having any valid Identity Proof and Photograph and to provide copies of the same to the maintaining authority and to the local Police Station or anywhere for the safety of themselves and other Owners /Occupiers of the flats of any building/ entire apartment as per present custom of the administration.

**SCHEDULE "A" ABOVE REFERRED TO**

**SCHEDULE-A**

**(SAID LAND)**

**ALL THAT** piece and parcel of bastu land measuring about 6 Cottah 4 Chittak 44 sq.ft. more or less lying and situated within the Southern portion of Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No.110072300336 in Ward No.7 under Kolkata Municipal Corporation along with structure and building standing thereon which is butted and bounded as follows:

ON THE NORTH : Northern portion of Premises No.  
28, Nandalal Bose Lane  
ON THE SOUTH : 8 Feet Wide Passage  
ON THE EAST : Gallif Street  
ON THE WEST : Nandalal Bose Lane

**SCHEDULE "B" ABOVE REFERRED TO**

**Descriptions of the Flat**

**ALL THAT** the Residential Flat (under construction), being No. 1-A , on the First Floor, total measuring 1224 sq.ft. super built-up

area (more or less) and corresponding carpet area of the Flat is 979 sq.ft. more or less, (' ' type flat as per sanctioned plan vide No. 2023010019 dated being No. on Floor) together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the said Housing Complex ' at more fully described in the Schedule 'C' below butted and bounded as follows :

ON THE NORTH : By Open to Sky ;  
 ON THE SOUTH : By Flat No. B-1;  
 ON THE EAST : By Open to Sky;  
 ON THE WEST : By Open to Sky.

#### **SCHEDULE "C" ABOVE REFERRED TO**

##### **Common areas and Portions**

1. The land as described in the Schedule "A" above, foundations, columns, pillars, beams, main walls, entrance and exits, main door and all fittings & fixtures therein.
2. Entrance of the building, Staircases lobby and passage or passages, Common paths and Landing area on each floor.
3. All electrical installations with main switch and meter and space required therefore, concealed Electrical copper wiring and fittings and fixtures for lighting the staircase, lobby and landings and operating the lift. Electric meter room, meters and Fittings (excluding only those which are installed within the exclusive area of any Flat and / or exclusively intended for its use).

4. Underground Reservoir and Overhead water tank with distribution pipes there from connecting to different units.
5. Lift of reputed make with all machineries, accessories and equipments, Lift Well, Stairs, Security Bathroom, Duct, Auto water lifting system, Submersible water pump, over head water reservoir, water waste and sewerage evacuation pipes from the units to drains and sewers common to the building leading to the main drainage system of KMC. Rain water pipes, Pipes and other common plumbing installations (save only those as are within the exclusive part of any Flat) of entire building.
6. All other common parts, areas, equipments, installation fittings and fixtures and spaces in or about the building or the Flat as are necessary for ingress and egress. All other passage for beneficial enjoyment of the said Flat sold herein under.
- 7.** Join Box at the Staircases at every floor for Cable T.V. and Internet.
8. Such other common parts, areas equipments, installations fixtures, covered and open space in or around the building and of the units in common by the Co-owners.
9. Windows, doors, grills and electrical and other fittings of the common areas of the building.

10. Lighting in the common space, passage and staircase of the building.

**SCHEDULE "D" ABOVE REFERRED TO**

( Common expenses – applicable / payable from the date of Possession)

(a). All costs and expenses of maintaining repairing redecorating and renewing etc. of the main structure and in particular in roof ( only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables, Lift, electric charges for the Building for common electrical amenities, cleaning of all common area of the Building and Land for common use, operation of water pump, common use replacing, repairing and cleaning of Underground Reservoir and Overhead Tank, Electric Pump Motor, Lift, CCTV Surveillance System, Fire Extinguishers, Auto Water Lifting Systems, all Outside Pipe Lines, all electrical fittings in common etc. for the building.

(b). Repairing of any damage in the Common areas and Outside, painting of Common Areas and Outside Walls of any of the Building.

(c). The salary and other expenses of the persons employed for the common purposes for the entire building and other emoluments and benefits.

(d). Insurance Premium and other expenses for insuring the building and/or the common portions, inter alias against earth quake, fire, mob violence, damages, Civil commotion etc.

(e). All charges and deposits for supply of common utilities to the Purchasers.

(f). Municipal taxes, Multistoried building taxes, Municipal Surcharges, water tax, Urban Land Tax, GST in getting the amenities of the entire building, betterment fees and other levies as applicable in respect of the entire building after handing over to the purchasers and the new building save those separately assessed on the purchasers, and/or taxes or similar nature and/or any other new taxes as may be imposed from time to time including penalties interests etc. if any imposed by the authorities.

(g). Such other expenses in common as will be deemed necessary by the Owners /Occupiers of the Flat/Shop/Garage in the building or the association/Society of Flat/Shop/Garage Owners for the maintenance and up-keep of and concerned with the entire building.

h) Lubricant necessary for running the Lift.

i) All Charges and deposits for suppliers of common utilities to the Co-owners.

j) Establishment and all other expenses of the Association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Association as per Rules of the West Bengal Apartment Ownership Act, 1972.

**THE SCHEDULE "E" ABOVE REFERRED TO**

(Easements reserved for the Landowner/Vendor/Developer and the Purchasers with other owners and /or occupiers)

i) The right in common with the purchasers and/or other person/ persons entitled to the other units and/or part /parts of the building for the use and enjoyment of the units and/or common portion respectively owned ;

(ii). The right in passage for common use of purchasers with other owner /occupiers as aforesaid, electric cable, water line, pump line, CCTV cables, Cable T.V. Line through the common passage to any part of the building or any flat therein ;

(iii). The right of the Vendors and/or occupier or occupiers of other part/parts of the entire building for the purpose of ingress to and egress from such other part / parts of the buildings, the front of the building, the front entrance of the building, submersible water pump, stair case and other common portions.

(iv). The right with or without workman and necessary materials to enter into from time to time upon the said Flat for the purpose of repairing so far as may be necessary such pipes, drains, wires and conducts and other common parts as aforesaid provided always that save in cases of emergency the Developer/Confirming Party and /or such other persons are to be allowed such entry as aforesaid to act the needful until Association of Purchasers of all units of entire building or Adhoc Committee of Purchasers is formed.

**SCHEDULE "F" ABOVE REFERRED TO****(SPECIFICATIONS, AMENITIES & FACILITIES)**

- Foundation** : Reinforced cement concrete of strip foundation.
- Structure** : Reinforced cement concrete frame structure and walls of traditional red Bricks as per design.
- Treatment** : Anti-termite treatment during various stages of construction.
- Proofing** : Waterproofing wherever required
- Entrance Lobby** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish
- Typical floor Lobby** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish.
- Elevation** : Aesthetically designed and externally painted.
- Wall Finish** : Interior Wall: Plaster, P.O.P. finish.  
Exterior Wall: Plaster and acrylic emulsion paint.
- Ceiling** : P.O.P. Finish.
- Flooring & Dado** : Vitrified tiles in Living & Dining area and Bedrooms. Ceramic tiles in kitchen floor. Anti-skid ceramic floor tiles and ceramic wall tiles upto door height in Flat Toilets.



- Toilet** : Esco Standard or equivalent make sanitary ware CP fittings, shower enclosure in attached toilets with bedrooms, hot and cold water provision for Flat Toilets.
- Door** : Main door with decorative laminate on one side.  
Basic teak type Flush Door with wooden frame.
- Other doors:** Flush door with wooden frame.  
Branded locks and hardware fittings of Yale, Hafle, Dorset or equivalent make.
- Window** : Aluminium windows with glass panes, provision for installation of exhaust fan at kitchen & toilets.
- Kitchen** : Granite counter top Dado of ceramic tiles above counter level upto 2 feet height with stainless steel sink.
- Water Supply** : 24 - hour treated water supply.
- Electrical** : PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power point for electricity, intercom etc. & other necessary gadgets inside the Flat & aluminum cable outside. Fire resistant wires with premium modular switches of Anchor or equivalent make with quality earthing for all electro-mechanical gadgets.

**Elevator** : lifts of Shrijan or equivalent make.

**SCHEDULE "G" ABOVE REFERRED TO**

(Covenants, Rules and Regulations)

- 1)** Subject to the provisions contained in these presents and subject to the provisions of law for the time being in force, the purchasers shall be entitled to the exclusive sole ownership, possession and peaceful enjoyment of the said share in the land according to the area of their Flat having satisfied about all measurements disclosed by the Vendors/Developer and the rights and properties appurtenant thereto, the said Flat and the same shall be heritable and transferable one as other immovable properties.
  
- 2)** The Developer shall at all times give assistance and co-operation with the purchasers, who will at their own cost shall take all necessary steps to get purchased Flat separately assessed for the purpose of assessment of Municipal Rates and taxes within 3 (three) months from the date of these presents.
  
- 3)** Until such time if the said Flat be not separately assessed and/or mutated in respect of any tax or imposition, the purchasers shall bear and pay the proportionate share of the rates and taxes from the date of possession of their purchased Flat to the Developer or Association.
  
- 4)** Upon the mutation of the said Flat in the name of the purchasers for the purpose of liability of any tax or imposition, the purchasers shall pay wholly such tax or imposition, in respect of the said Flat proportionately in respect of the common portions.

**5)** Apart from the amount of such taxes and impositions, the purchasers shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly as the case may be after taking possession of the concerned unit.

**6)** All taxes, impositions and outgoings including penalties costs charges and expenses in respect of the premises and the new building, accruing prior to the date of handing over possession shall be paid, borne and discharged by the Vendors/Developer exclusively and those accruing for the period hereafter shall be paid, borne and discharged by the purchasers, wholly, in case the same relates exclusively to the said Flat and the new building proportionately.

**7)** The terms “Taxes” and “impositions” referred to herein shall include land revenue, municipal rates and taxes, municipal surcharges multistoried building tax. Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes or similar in nature and/or any other new taxes as may be imposed hereafter from time to time.

**8)** The purchasers, shall not in any manner, interfere or raise any undue objection whatsoever in or with the functions of the ad-hoc committee/ Association relating to the common purpose.

**9)** Upon its formation, the Association shall frame, such rules, regulations and bye-laws for the common purposes, as the Association may consider reasonable but not inconsistent with the provisions

herein and the purchasers being one of the members shall abide by the same.

**10)** The purchaser/purchasers of each unit shall become member of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Association.

**11)** The Vendor shall keep the title deeds in respect of the premises within its possession and in its safe custody. Upon formation of the Association the Vendor shall hand over attested Xerox copies of all the title Deeds to the Association against proper receipt. The obligation of the Vendor and/or Developer relating to supply of attested or other copies or extracts of the original Title Deeds of the premises, as stated as aforesaid, shall immediately be ceased and the liability will be vested upon the Association upon its formation and taking over the charge of maintenance from the Vendor/ Developer duly acknowledging all deeds and documents relating to the Lands and Building where the Flat has been erected.

**PAYMENTS TOWARDS TAXES AND IMPOSITIONS AND THE  
COMMON EXPENSES**

**1)** The deposit and payments by the purchasers of all units in terms hereof including those mentioned hereinabove in the Schedule "G" hereto shall be made by the purchasers of all units within 7(seven) days of the Association's leaving a bill for the same in the said Flat and/or at the above or last notified address of the purchasers.

**2)** The purchasers of all units shall regularly and punctually pay the proportionate share of the common expenses to the Association.

**3)** It is clarified that out of the payments as mentioned hereinabove, in case there be any deficit, the purchasers shall pay further amounts and in case there be any excess the same shall be refunded to the purchasers of all units and/or adjusted with the future payments of the purchasers to the Association or at the Association's discretion.

**MISCELLANEOUS:**

**1.** Any delay or indulgence by the Vendor/Developer or upon its formation the Association, in endorsing the terms of these presents or any forbearance or giving of time to the purchasers of all units shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Vendor/Developer or the Association, upon its formation.

**2.** Whenever any amount will become expressly payable by the Flat Owner hereto, the same shall wholly be payable by the Flat Owner in case the same relates only to the said Flat and as proportionately in case the same relates to the premises and the common portions, unless otherwise specifically mentioned.

**3.** All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the related unit Owners.

**4.** All charges for the electricity consumed in the said Flat, after taking possession, shall be borne and paid by the Owners.

5. As between the Vendors/Developer and the Association of the one part and the purchasers of all units of the other part the parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses damages, claims, demands, costs proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed Hand and Seal on the day, month and year first above written.

**SIGNED** and delivered by the  
**VENDOR** at Kolkata in the  
Presence of :  
1.

**SIGNATURE OF THE LAND OWNER/  
VENDOR.**

2.

**SIGNED** and delivered by the  
**DEVELOPER/CONFIRMING PARTY**  
at Kolkata in presence of :  
1.

**SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY**

2.

1.	
<b>SIGNED AND DELIVERED</b> by the	
<b>PURCHASERS</b> at Kolkata in	(PAN: )
presence of :	
1.	2.
	(PAN: )

**SIGNATURE OF THE PURCHASERS**

2.

Drafted By :

Advocate

High Court, Kolkata.

Enrolment No.

Dated the **day of .....** , 2024

**MEMO OF CONSIDERATION**

Received a sum of **Rs. .... (Rupees ..... Lakh ..... Thousand .....)** only including GST @ **5%** amounting to **Rs. .... (Rupees ..... Lakh ..... Thousand ..... Hundred .....)** only aggregating **Rs. .... (Rupees ..... Lakh ..... Thousand ..... Hundred .....)** only from the within named Purchasers as and by way of entire Agreed Consideration of the Flat in the following manner : **MEMO**

<b>T O T A L</b>	<u>Rs. ....</u>
<b>Less : GST included</b>	<u>Rs. ....</u>
<b>Cost of Flat</b>	<u>Rs. ....</u>
	=====

**(Rupees ..... Lakh ..... Thousand ..... Hundred Only)**

**Note :**

**1. TDS deducted and deposited into SBI, vide Challan No. .... dated ....., BSR Code**

**Witnesses :**

1.

2.

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**Signature of the Land Owner/Vendor**