



BIBARSAN CONTRACTOR & CONSTRUCTION

Regd Office: Nirupama Bhavan
1431/A Rashbehari Avenue,
Fatakgora, Chandannagar-712136

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Ref. No.....

Dated.....

DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS. _____/-,
INDENTURE OF Rs. _____/-
QUERY NO. _____

This Indenture is made on this day of, 2024

BETWEEN

1. MR. AMITAVA KUNDU (Aadhaar No.- 3412 2632 5024, PAN- AFGPK3547K), S/o. Late Haripada Kundu; by faith- Hindu; by profession- Retired; resident of Flat 3A, 3rd Floor, Block- A, Rohra Heights, Street No.- 72, Ramkrishna Pally (near New Town Old Police Station), Action Area 1, New Town, North 24 Parganas, West Bengal, PIN- 700159; **2. MR. ABHIJIT KUNDU** (Aadhaar No.- 3054 2031 7813, PAN- AFQPK5551F), S/o. Late Haripada Kundu; by faith- Hindu; by profession- Service; resident of Flat No. 3B, TORSA Housing Cooperative Society, CD-10, Action Area-I, New Town, Kolkata- 700156; Indian Citizens; hereinafter collectively called and referred to as the "**LAND OWNERS**" (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, representatives and/or assignees) of the **FIRST PART**.

BIBARSAN CONTRACTOR & CONSTRUCTION

Subhankar Basu
Proprietor

No.1 and No.2 both represented by their **Constituted Attorney MR. SUBHANKAR BASU** (Aadhaar No.- 9548 0264 3843, PAN-AMDPB6713G) S/o. Mr. Kalyan Kumar Basu; by faith- Hindu; by profession- Business; resident of Natunpara Fatakgora, Post & Police Station- Chandannagar, District- Hooghly, West Bengal, PIN-712136; an Indian Citizen; appointed vide a Development Agreement cum General Power of Attorney bearing Deed No.- 1131/2024 dated 05/04/2024 registered in the office of A.D.S.R. Chandannagar.

AND

M/S BIBARSAN CONTRACTOR & CONSTRUCTION, a Proprietorship Firm having its registered office at "Nirupama Bhavan", 1431/A, Rashbehari Avenue, Fatakgora, Post & Police Station- Chandannagar, District- Hooghly, West Bengal, PIN-712136; represented by the Sole Proprietor **MR. SUBHANKAR BASU** (Aadhaar No.- 9548 0264 3843, PAN- AMDPB6713G), S/o. Kalyan Kumar Basu; by faith- Hindu; by profession- Business; resident of Natunpara Fatakgora, Post & Police Station- Chandannagar, District- Hooghly, West Bengal, PIN-712136; an Indian Citizen; hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, administrators, legal representatives and/or assignees) of the **SECOND PART**.

AND

1. MR. BIPRADAS GHOSH (Aadhaar No.- 2477 3963 9028, PAN-AOLPG2310J), S/o. Patit Paban Ghosh; **2. MRS. SRABONI GHOSH** (Aadhaar No.- 3795 1995 0095, PAN- CLRPS1274A), D/o. Debproshad Sinha, W/o. Bipradas Ghosh; both are by faith- Hindu; by profession- No.1 Service, No.2 Housewife; residents of 1st Bye Lane, B.C. Bhar Road, Post & Police Station- Chandannagar, District- Hooghly, West Bengal, PIN- 712136; Indian Citizens; hereinafter collectively called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, legal representatives and assignees) of the **THIRD PART**.

WHEREAS the Bastu Property admeasuring about 0.080 acre or 4 katha 13 chattak 26 square feet in the District- Hooghly; Mouza, Police Station, Sub-division and A.D.S.R. Office- Chandernagore, more

specifically mentioned in the 'A' Schedule hereunder, was previously owned and possessed by one Kali Charan Kundu. The said Kali Charan Kundu died on 18/12/1986, leaving his four sons namely Haripada Kundu, Nirapada Kundu, Tarapada Kundu and Abhay Pada Kundu alias Ajoypada Kundu and three daughters namely Kamala Saha (W/o. Gokul Laha), Bimala Dutta (W/o. Pannalal Dutta) and Shyamali Das (W/o. Sujay Das) as his legal heirs and successors. Thus, the said heirs of said Kali Charan Kundu became the joint owners of the property. Later on 30/12/1989 the heirs of said Kali Charan Kundu divided the property among themselves by a Deed of Partition bearing no.- 2931 of 1989. According to the said Deed of Partition, Haripada Kundu became the owner of 0.074 acre property along with the old building mentioned in the 'Ka-1' Schedule of the said Deed. The said Tarapada Kundu got property measuring 0.004 acre along with one room mentioned in the 'Ka-2' Schedule of the aforesaid Deed and the said Ajoypada or Abhoy Pada Kundu got one room mentioned in the 'Ka-3' Schedule of the aforesaid Deed. The other heirs of said Kali Charan Kundu relinquished their share in the said Deed of Partition.

AND WHEREAS the said Tarapada Kundu and Ajoypada alias Abhoy Pada Kundu sold their portion i.e. the aforesaid 'Ka-2' & 'Ka-3' portions to Haripada Kundu by two separate Deeds of Sale bearing Deed nos.- 1376 of 1990 & 1374 of 1990 respectively. Both the aforesaid deeds of sale were registered in the office of A.D.S.R. Chandernagore. By dint of the aforesaid Partition Deed and by dint of the aforesaid two deeds of sale, Haripada Kundu became the owner of the entire property left by said Kali Charan Kundu.

AND WHEREAS the said Haripada Kundu died on 08/05/2017 leaving his two sons Amitava Kundu (LAND OWNER No.-1) and Abhijit Kundu (LAND OWNER No.-2) as his heirs and successors. The wife of said Haripada Kundu, namely Kranti Kundu died prior to the death of said Haripada Kundu on 25/04/2015. Thus, the LAND OWNERS became the absolute owners of the property left by said Haripada Kundu, the details of which have been mentioned in the 'A' Schedule hereunder. After being the owners of the 'A' Schedule Property, the LAND OWNERS recorded their names in the L.R.R.O.R. of the L.R. Settlement and are in possession of the property after paying appropriate government rents and taxes.

AND WHEREAS the building having become old and unfit for residence due to lack of proper maintenance during the last several

years, especially after the demise of said Haripada Kundu, the LAND OWNERS had approached the DEVELOPER for construction of a new multi-storied building on the 'A' Schedule property after demolition of the old building in accordance with mutually agreeable terms, and henceforth, the DEVELOPER came forward agreed to construct the multi-storied building. As such a Development Agreement cum General Power of Attorney bearing Deed No.- 1065/2022 dated 10/03/2022 was executed between the LAND OWNERS and the DEVELOPER which was later on cancelled and henceforth superseded by a fresh Development Agreement cum General Power of Attorney bearing Deed No.- 1131/2024 dated 05/04/2024. The aforesaid Development Agreement cum General Power of Attorney was registered in the office of A.D.S.R. Chandannagar and recorded in Page Nos.- 25160 to 25208 of Volume No.- 0604-2024 of Book No.- I of the said office.

AND WHEREAS the DEVELOPER with a view to construct the Multi-storied building on the property mentioned in the 'A' Schedule hereunder prepared a Building Plan and applied for the sanction of the same before the authority of Chandernagore Municipal Corporation and ultimately got the Building Plan sanctioned from Chandernagore Municipal Corporation and has already started to construct one G+3 Multi-storied building in the name and style of "**Printemps Tower**" on the 'A' Schedule Property consisting of self-contained Residential Flats, Garages and Commercial Spaces/Shops.

AND WHEREAS the DEVELOPER decided to sell the various self-containing residential flats, garages and commercial spaces/shops in the Multi-storied Building "**Printemps Tower**" mentioned in the 'B' Schedule hereunder on ownership basis to various intending purchasers and accordingly announced of the same. The PURCHASERS being known about the intention of the DEVELOPER approached to purchase a Residential Flat alongwith a Covered Car Parking Space in the 'B' Schedule multi-storied building and after making necessary inspection of all relevant documents and papers and being duly satisfied about the title and possession of the property, has decided to purchase one Residential Flat on the First Floor of the Multi-storied building bearing Flat No.- 1B having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 640 Sq.ft. (more or less) and 800 Sq. ft. (more or less) including Super Built-up Area alongwith a Covered Car Parking Space on the Ground Floor bearing No.- GARAGE 2 having

Covered Area of 226 Sq.ft. (more or less), the details of which have been mentioned more specifically in the 'C' Schedule hereunder.

AND WHEREAS the DEVELOPER agreed to allot the aforesaid Residential Flat on the First Floor bearing Flat No.- 1B having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 640 Sq.ft. (more or less) and 800 Sq. ft. (more or less) including Super Built-up Area alongwith a Covered Car Parking Space bearing No.- GARAGE 2 on the Ground Floor having Covered Area of 226 Sq.ft. (more or less); for a total consideration amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only). The PURCHASERS have agreed to purchase the aforesaid Residential Flat alongwith the Covered Car Parking Space more specifically mentioned in the 'C' Schedule hereunder at the aforesaid consideration money and accordingly, the parties are executing this instant Deed of Conveyance on the day, month and year first above mentioned.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in Pursuance of the payment of Consideration amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only) paid to the DEVELOPER by the PURCHASERS, which the DEVELOPER hereby acknowledged and for the same and every part thereof, the LAND OWNERS and the DEVELOPER hereby acquit and release unto the PURCHASERS, the Property being the undivided Proportionate share in the Land described in the 'A' Schedule in respect of and calculated on the basis of the area of the Residential Flat on the First Floor of "**Printemps Tower**" bearing Flat No.- 1B having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 640 Sq.ft. (more or less) and 800 Sq. ft. (more or less) including Super Built-up Area alongwith a Covered Car Parking Space bearing No.- GARAGE 2 on the Ground Floor having Covered Area of 226 Sq.ft. (more or less); more specifically mentioned in the 'C' Schedule hereunder and the LAND OWNERS and the DEVELOPER hereby convey and transfer, assign and assure unto the PURCHASERS free from all encumbrances, charges, liens, trust, annuities, impediencie, attachments, debts or easement from the date of aforesaid Deed of Conveyance with all the undivided proportionate share of the Land and the Residential Flat alongwith the Covered Car Parking Space as aforesaid more fully described in the 'A' & 'C' Schedules in particular. The undivided proportionate share in the land underneath in respect of the G+3 Multi-storied Building mentioned in the 'B' Schedule or the Residential Flat and the Covered Car Parking

Space described in the 'C' Schedule hereinafter referred to as "The Said Property" or howsoever otherwise, the said property now situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, rights, appendages, appurtenances, walls, paths, passages, sewerages, drain water, water sources and the benefit and advantages to ancient and other rights whatsoever to the said property or any part thereof, now are or hereinbefore were held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, boundary walls and other rights and liberties whatsoever to the said property belonging in any way appertaining thereto and the revision or reversions, remainder or reminders, rents, issues and profits whatsoever thereof and of every part thereof and all the estate, right, title, interest, claims and demands whatsoever, doth at law and equity of the LAND OWNERS and the DEVELOPER into and upon the same or any part thereof.

TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred or expressed or intended so to be and every part there unto and to the use of the PURCHASERS absolutely and forever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force, subject to the provisions of the West Bengal Apartment Ownership Act, 1972, and its subsequent amendments and all the rules and regulations and agreement/s lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes assessment etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Municipal Authority and the LAND OWNERS and the DEVELOPER doth hereby covenant with the PURCHASERS that notwithstanding any Act, deeds of things by the DEVELOPER made, done or execute or knowingly suffered with the contrary, the LAND OWNERS and the DEVELOPER now have good right and full and absolute power and indefeasible title to transfer and said property hereby sold and conveyed or expressed or intended so to be with the appurtenances unto the PURCHASERS in the manner aforesaid AND THAT the PURCHASERS shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the LAND OWNERS or the DEVELOPER or any person or persons lawfully or equitably claiming from under or in trust for them

free and clear and freely and clearly absolutely acquired exonerated and released or otherwise by and at the cost and expenses the LAND OWNERS and the DEVELOPER will and sufficiently saved, indemnified and keep on and from and against all manner of claims, charges, liens, debts, attachments, encumbrances, debtor, miscellaneous charges for maintenance and residence whatsoever made or suffered or created by the LAND OWNERS or their predecessor-in-interest or the DEVELOPER or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the LAND OWNERS and the DEVELOPER will from time to time and at all times hereinafter at the request and cost of the PURCHASERS do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the PURCHASERS in any manner aforesaid or shall or may be reasonably required.

**SCHEDULE OF RULES AND REGULATION TO ABIDE BY THE
PURCHASERS**

- a) The PURCHASERS shall abide by the bye-laws and shall bear and pay their proportionate share or part in the common expenses required by the other Apartment owners.
- b) The PURCHASERS shall use the said Residential Flat and the Covered Car Parking Space mentioned in the 'C' Schedule hereunder for residential purpose of their family, relatives, leasee, and licensee / car parking and for no other purposes. The PURCHASERS will not allow any person who shall disturb the peace of the other flat owners or occupiers of the multi-storied building.
- c) The PURCHASERS shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the PURCHASERS will change any material structure or excavate any addition to basement.
- d) The PURCHASERS shall be liable to pay the proportionate share of Municipal Tax and also of the common expenses for the maintenance of the common areas and facilities and such payment could have been made by the PURCHASERS to the DEVELOPER or any person authorized by the other flat owners of the building who has been made in charge to look after the maintenance and other common expenses of the building (to be changed from time to time).

- e) The PURCHASERS shall be liable to pay Proportionate share for the Transformer to be installed according to the quotation of West Bengal State Electricity Distribution Company Limited (WBSEDCL) and the PURCHASERS shall also be liable to pay for the electric connection in their name in the Residential Flat owned by them.
- f) The PURCHASERS shall not damage or alter or dismantle any wall or any material change in the main structure of the building.
- g) The PURCHASERS shall not use the Residential Flat and the Covered Car Parking Space mentioned in the 'C' Schedule hereunder for keeping or storing any combustible substances, inflammable, obnoxious, injurious, hazardous or dangerous article in the said unit or in any part of the said building,
- h) The PURCHASERS shall not do nor permit to do which is likely to cause any nuisance disturbances or annoyance of the co-owners in the said building or the adjoining buildings.
- i) The PURCHASERS shall not alter any outer portion or elevation or structure of the building.
- j) The PURCHASERS shall not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit/flat or the building of the common portion with or without the permission of the Co-owners/Flat owners' Association.
- k) The PURCHASERS shall not throw or accumulate or cause to throw or accumulate any dirt, rubbish or other refuse in the common portion of the building.
- l) The PURCHASERS shall not use the said unit/flat for the purpose connected with hotel club, restaurant, nursing home, boarding house, manufacturing or procession work or storage or store room or go down or office or shops unless expressly permitted by the Service Organization / Co- Flat Owners' Association in writing.
- m) The PURCHASERS shall not carry on or cause to carry on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal activity or business etc. in or through the said unit/flat.
- n) The PURCHASERS shall not break any wall or walls of the said unit or open out any window or any other apparatus protruding outside the exterior of the said unit/flat for the purpose of installing window, air conditioner exhaust fan or otherwise without the prior express written permission of the Association.
- o) The PURCHASERS can display a decent name plate on the main door or just above the main door of their unit/flat.

- p) The PURCHASERS shall not keep any heavy articles or things which are likely to damage the floor or operate any machine except the usual domestic appliances.
- q) The PURCHASERS shall not misuse the Lift facilities and shall close the lift door every time after its use.
- r) The PURCHASERS shall not draw any wire, cable or pipe from or to or through any of the common portions on the outside walls of the said unit or the other units, saves in the manner indicated in writing by the DEVELOPER or the Service Organization of the Flat Owners' Association.

AND THAT the PURCHASERS are fully satisfied with the plaster of outer walls and of the inner walls and ceiling of the Flat along with all the fixtures and fittings installed inside and outside the Residential Flat and the Covered Car Parking Space in question. AND the PURCHASERS further covenant with the DEVELOPER that they will not at any time demolish any part of the said Residential Flat or the Covered Car Parking Space and also they will not do any act deed or things which might be objected by the DEVELOPER as well as other co-flat owners and that the PURCHASERS will obey and maintain the terms and conditions as laid down in the 'H' Schedule hereunder.

The right to use the roof of the building will not be treated as the part of the common areas of the building and such rights will remain exclusively with the DEVELOPER till the formation of the Flat owners' Association by the PURCHASERS and the owners of the other flats/units, ultimately to whom the right to use the roof along with its maintenance will vest.

The DEVELOPER reserves their right to construct an additional floor on the top of the four storied building after getting a revised Building Plan sanctioned from Chandernagore Municipal Corporation.

The Map / Plan appended with this instant Deed will be treated as a part and parcel of this deed.

THE 'A' SCHEDULE ABOVE REFERRED TO
(The Land Owners' Property)

ALL THAT the piece and parcel of the Bastu Property measuring about 0.080 acre or 4 Katha 13 Chattak 26 Square feet in the District-Hooghly; Mouza, Police Station, Sub-division and Addl. District Sub-Registry Office at Chandernagore, J.L. No.- 1; Sheet No.- 18;

appertaining to R.S. Dag No.- 274 of R.S. Khatian No.- 121, corresponding to L.R. Dag No.- 340 of L.R. Khatian Nos.- 2204,2205; in the area of Baro Pukur Dhar (East), Lalbagan; incorporate to Holding No.- 1115 under Ward No.- 15 of Chandernagore Municipal Corporation.

The Property is butted and bounded by as follows: -

- ON THE NORTH** : - Municipal Lane
ON THE SOUTH : - Property of M/s. Bibarsan Contractor and Construction and ors.
ON THE EAST : - Municipal Lane
ON THE WEST : - Property of Mrityun Kundu and ors.

THE 'B' SCHEDULE ABOVE REFERRED TO

(The Building)

The G+3 Multi-storied building being constructed upon the A Schedule Property according to the Building Plan sanctioned by Chandernagore Municipal Corporation in the name and style of "*Printemps Tower*".

THE 'C' SCHEDULE ABOVE REFERRED TO

(The Residential Flat and the Covered Car Parking Space)

ALL THAT the piece and parcel of the self-contained Residential Flat bearing Flat No.- 1B on the First Floor of the 'B' Schedule mentioned under-construction multi-storied building "*Printemps Tower*", having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 640 Sq.ft. (more or less) and 800 Sq. ft. (more or less) including Super Built-up Area alongwith a Covered Car Parking Space bearing No.- GARAGE 2 on the Ground Floor having Covered Area of 226 Sq.ft. (more or less); including all rights of common parts & areas, common benefits and facilities etc. appurtenant thereto mentioned in the 'D' and 'E' Schedules hereunder. The floor of the Flat is made of Tiles.

The Residential Flat/Unit is butted and bounded by as follows:-

- ON THE NORTH** : - Flat No.- 1C, Open to Sky within the boundary of the building
ON THE SOUTH : - Open to Sky within the boundary of the building
ON THE EAST : - Lift, Flat No.- 1A, Staircase
ON THE WEST : - Open to Sky within the boundary of the building

The Covered Parking Space is butted and bounded by as follows:-

- ON THE NORTH** : - GARAGE 1
ON THE SOUTH : - Open Common Space
ON THE EAST : - Open Common Space
ON THE WEST : - Common Parking

THE 'D' SCHEDULE ABOVE REFERRED TO

(Common parts & portions)

- i. The Entrance, Exits, Boundary walls, Common Paths and Common Passages.
- ii. Stair case, Stair case landings on all floors.
- iii. Rooms or spaces for water pumps, Water Pump with water distribution pipes, overhead water tanks, reservoir, water pipes (except only those are installed within the exclusive area of any Unit and /or exclusively for the use of the PURCHASERS).
- iv. Foundation, columns, beams, supports.
- v. Lift along with Lift room and Lift machine room
- vi. The Main gate to the premises and the building
- vii. External electrical installations, switch-boards and all other electrical wiring and fittings (except only those are installed within the exclusive area of any unit and/or exclusively for the use of the PURCHASERS).
- viii. Drains, sewerage, septic tanks and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and /or exclusively for the use of the PURCHASERS).
- ix. The right over the roof of the multistoried building will be exclusively with the DEVELOPER, but the PURCHASERS may use the roof for domestic purposes only.
- x. Such other common parts/areas, equipments, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers/co-flat owners of the same building.

THE 'E' SCHEDULE ABOVE REFERRED TO
(Common benefits & facilities)

- i. Use of Drain/ Sewerages / Pipe from the building to the Municipal drain.
- ii. Easement right over the common passages around the building along with the entrance from the main gate to the Unit.
- iii. Water supply from the reservoir through the Water Pump and Overhead Tanks.
- iv. Use of Stair case space and along with Landings.
- v. Lightening in the common passages and other common areas, stair cases along with the common Stair cases and Landings and Head room.
- vi. Common access to the Lift from the ground floor to the top floor.

THE 'F' SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- i. All expenses for maintenance, operating, replacing, repairing, renovating and painting of the common portion and the common areas in the building including the outer walls of the Building.
- ii. All expenses for running and operating all machinery equipments, installations comprised in the common portions including water pumps electrical installations including the cost of repairing, replacing the same.
- iii. Salaries and other emoluments and benefits of and all other expenses of the person employed or to be employed for the common purposes such as caretaker, supervisor accountant, darwans, security personnel, sweepers, plumbers, electricians, and other maintenance staffs if any;
- iv. Cost of insurance premium for insuring the building and/or the common portions.
- v. All charges and deposits for supplies of common utilities for the co-flat owners in common.
- vi. Municipal tax, land tax water tax and other levies in respect of the premises and the building (save and except those are separately assessed in respect of any Unit of the PURCHASERS).
- vii. Cost of formation and operation of the service organization / Association including the office expenses.
- viii. Electricity charges for the operation of the equipments and installations for the common service and lighting the common portions.
- ix. All legal expenses incurred or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- x. All other expenses and/or outgoing as would be incurred by the DEVELOPER and/or by the Society/Service Organization or association for the common purposes.

THE 'G' SCHEDULE ABOVE REFERRED TO
(Management And Maintenance)

- i. The Co-Owners of the flats/units shall form an Association/Society for the common purposes including taking over all obligations with regard top management, control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act, 1972. The Association or society may frame rules, regulations, and Bye-Laws from time to time for the maintaining quiet and peaceful enjoyment of the said building.

- ii. Upon formation of the Association/Society the LAND OWNERS / DEVELOPER shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASERS or otherwise after adjusting all amounts then remaining due and payable by the PURCHASERS and the amounts so transferred here before the be so held by the Association/ Society under account of PURCHASERS of the purpose of such deposits.

THE 'H' SCHEDULE ABOVE REFERRED TO
(PURCHASERS' Covenants and Obligations)

- i. To keep the said unit/flat/parking space and common portion neat and clean.
- ii. To use the said unit and all the common portion carefully and quietly
- iii. Not to use the unit/flat/parking space for any illegal or immoral purpose.
- iv. To use and enjoy the said unit/flat/parking space exclusively and the common portion only to the extent required for ingress to and egress from the said unit/flat/parking space.
- v. To comply with the statutory laws, requisition, or notification, applicable to the said unit.
- vi. Not to injure or damage the common portions or any other units in the buildings.
- vii. Not to alter any outer portion or elevation or structure of the building.
- viii. Not to decorate or paint or otherwise after the colour scheme of the exterior of the said unit/flat/parking space or the building of the common portion. With permission of the Co-owners/Service organization.
- ix. Not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portion of the building.
- x. Not to use the said unit/flat/parking space for the purpose connected with hotel club, restaurant, nursing home, boarding house, etc. unless expressly permitted by the Service Organization in writing.
- xi. Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal activity or business etc. in or through the said unit/flat.

- xii. Not to store or keep or allow anyone to store or keep any inflammable, combustible, obnoxious, injurious, hazardous or dangerous articles in the said unit or any other part of the building or the said land.
- xiii. Not to misuse the Lift or not to carry any heavy article in the Lift.
- xiv. Not to break any wall or walls of the said unit or open out any window or any other apparatus protruding outside the exterior of the said unit/flat/parking space for the purpose of installing window, air conditioner exhaust fan or otherwise without the prior express written permission of the service organization.
- xv. The PURCHASERS can display a decent Name Plate at the main gate of the residential flat.
- xvi. Not to affix or draw any wires, cables or pipes, from and to or through any of the common portion.
- xvii. Not to keep any heavy articles or things which are likely to damage the floor or operate any machine except the usual domestic appliances.

IN WITNESS WHEREOF the LAND OWNERS, DEVELOPER and the PURCHASERS freely and voluntarily understanding the contracts hereunto set and subscribe their respective hands and seals and execute this Deed of Conveyance on this day, month and year first above mentioned.

Passport size photographs & finger prints of both hands of the concerned parties have been affixed on separate sheets & its filing copy. The document has been completed on Sheets.

**SIGNED SEALED & DELIVERED BY THE
ABOVE NAMED PARTIES IN PRESENCE OF
WITNESSES:-**

1.

Signature of the LAND OWNERS

2.

Signature of the DEVELOPER

Signature of the PURCHASERS

DRAFTED AND PRINTED BY

DEBJIT GHOSH
Advocate
Chandernagore Court
Chandernagore, Hooghly
Enrolment no.- WB/1AA/1997

MEMO OF CONSIDERATION

Received the total consideration amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only) from the **PURCHASERS** in the following manner: -

1. Rs. 2,85,000/- (Rupees Two Lakhs Eighty Five Thousand only) by a Cheque bearing No.- 315424 of State Bank of India (Chandannagar Branch) dated
- 2.

Signature of the DEVELOPER

BIBARSAN CONTRACTOR & CONSTRUCTION

Subhankar Basu
Proprietor