

DEED OF CONVEYANCE

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

B E T W E E N

(1) **MR. VIKASH KUMAR AGARWAL (PAN NO.ACVPA3925H AADHAAR NO. 7177 1493 2568)**, son of Late Vijay Kumar Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 48/16, BSM Enclave, Flat No.4C, 4th Floor, 135, Jessore Road, Tulsi Dham Complex, P.O.-Bangur Avenue, P.S.-Lake Town, Kolkata-700055, District-North 24Parganas and (2) **MRS. SWETA AGARWAL (PAN NO. AEYPA5134K, AADHAAR NO.3413 6893 8713)**, wife of Vikash Kumar Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 48/16, BSM Enclave, Flat No.4C, 4th Floor, 135, Jessore Road, Tulsi Dham Complex, P.O.-Bangur Avenue, P.S.-Lake Town, Kolkata-700055, District-North 24Parganas herein after referred and called as "**THE VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective heir/heirs, successors, administrator/administrators, legal representative/ representatives and assign/ assigns) of the **ONE PART**.

AND

_____ (**PANNO.** _____) (**AADHAR NO.** _____), son of _____, by Faith-_____, by Nationality-Indian, by Occupation-_____ is residing at _____ herein after called and referred to as "**THE PURCHASER/S**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective successors,

administrator/administrators, legal representative/representatives and assign/assigns) of the **SECOND PART**.

AND

M/S. BALHANUMAN PROMOTERS COMPANY, a Partnership Firm, having its place of Business at Premises No.Flat No.4C, BSM Enclave, Tulsi Dham Complex, Premises No.48/16/12(Holding No.135, Jessore Road, P.O.-Bangur, P.S. DumDum, Kolkata-700055, District North 24Parganas represented by its Partners **(1) MR. VIKASH KUMAR AGARWAL (PAN NO.ACVPA3925H AADHAAR NO. 7177 1493 2568)**, son of Late Vijay Kumar Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 48/16, BSM Enclave, Flat No.4C, 4th Floor, 135, Jessore Road, Tulsi Dham Complex, P.O.-Bangur Avenue, P.S.-Lake Town, Kolkata-700055, District-North 24Parganas and **(2) MRS. SWETA AGARWAL (PAN NO. AEYPA5134K, AADHAAR NO.3413 6893 8713)**, wife of Vikash Kumar Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 48/16, BSM Enclave, Flat No.4C, 4th Floor, 135, Jessore Road, Tulsi Dham Complex, P.O.-Bangur Avenue, P.S.-Lake Town, Kolkata-700055, District-North 24Parganas hereinafter called and referred to as the **“DEVELOPER/CONTRACTOR”** (which term or expression shall unless exclude by or repugnant to the subject or context hereof be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS :

A) Originally by virtue of a registered Deed of Partition dated 27/04/1957 one Nandarani Adhikary was absolutely possessed and seized being as recorded owner from the other owners according to amicable partion in respect of ALL THAT piece and parcel of Land measuring .21Decimals out of total Land measuring

about 1.31 Decimals lying and situated at Mouza-Satgachi, under Touzi No.160, under C.S. Dag No.456, corresponding to C.S. & R.S. Khatian No.84, R.S. Dag No.1907, under J.L.No.20, R.S. No.154, within the limit of South Dum Dum Municipality, under P.S.-Dum Dum now Lake Town, in the District 24Parganas and the said Deed was duly registered in the office of the A.D.S.R. Cossipore, Dum Dum and recorded in Book No.I, being Deed No.3427 for the year 1957.

- B)** While seized and possessed of the aforesaid Land, the said Nandarani Adhikary being the Vendor as described therein by virtue of a Deed of Conveyance dated 13.12.1957 sold, transferred and conveyed to one Usha Rani Mondal being the Purchaser as described therein at a valuable consideration amount as described therein in respect of ALL THAT piece and parcel of Land measuring 12 Cottahs 11 Chittacks more or less including 14 feet wide Common passage out of Land measuring about .21 Decimals lying and situated at Mouza-Satgachi, under Touzi No.160, under C.S. Dag No.456, corresponding to C.S. & R.S. Khatian No.84, R.S. Dag No.1907, under J.L.No.20, R.S. No.154, within the limit of South Dum Dum Municipality, under P.S.-Dum Dum now Lake Town, in the District 24Parganas and the said Deed was duly registered in the office of the A.D.S.R. Cossipore, Dum Dum and recorded in

Book No.I, Volume No.125, pages from 59 to 62, being Deed No.8505 for the year 1957.

- C)** Thereafter while seized and possessed of the aforesaid land, by virtue of a Deed of Conveyance dated 10th day of March, 1989 the said Usha Rani Mondal being the Vendor as described therein sold, transferred and conveyed to Sandya Rani Das wife of Basanta Kumar Das being the Purchaser as described therein at a valuable consideration amount as described therein in respect of ALL THAT piece and parcel of Land measuring 2 Cottahs more or less along with Tile shed structure standing thereon lying at Municipal Holding No.621, Calcutta Jessore Road Calcutta-700055, lying and situated at Mouza-Satgachi, under Touzi No.160, under C.S. Dag No.456, corresponding to C.S. & R.S. Khatian No.84, R.S. Dag No.1907, under J.L.No.20, R.S. No.154, within the limit of South Dum Dum Municipality, under P.S.-Dum Dum now Lake Town, in the District North 24Parganas and the said Deed was duly registered in the office of the Additional District Sub Registrar at Bidhannagar, Saltlake and recorded in Book No.I, Volume No.45, pages from 465 to 472, being Deed No.2079 for the year 1989.

- D)** Similarly while seized and possessed of the aforesaid land, by virtue of a Deed of Conveyance dated 10th day of March, 1989 the

said Usha Rani Mondal being the Vendor as described therein sold, transferred and conveyed to Basanta Kumar Das son of Adhar Chandra Das being the Purchaser as described therein at a valuable consideration amount as described therein in respect of ALL THAT piece and parcel of Land measuring 2 Cottahs more or less along with Tile shed structure standing thereon lying at Municipal Holding No.621, Calcutta Jessore Road Calcutta-700055, lying and situated at Mouza-Satgachi, under Touzi No.160, under C.S. Dag No.456, corresponding to C.S. & R.S. Khatian No.84, R.S. Dag No.1907, under J.L.No.20, R.S. No.154, within the limit of South Dum Dum Municipality, under P.S.-Dum Dum now Lake Town, in the District North 24Parganas and the said Deed was duly registered in the office of the Additional District Sub Registrar at Bidhannagar, Saltlake and recorded in Book No.I, Volume No.45, pages from 473 to 480, being Deed No.2080 for the year 1989.

- E)** Thus by virtue of the aforesaid two purchased, the said Sandya Rani Das and the said Basanta Kumar Das became the owners of the ALL THAT piece and parcel of Land measuring 4 Cottahs more or less along with Tile shed structure standing thereon lying at Municipal Holding No.621, Calcutta Jessore Road Calcutta-700055, lying and situated at Mouza-Satgachi, under Touzi

No.160, under C.S. Dag No.456, corresponding to C.S. & R.S. Khatian No.84, R.S. Dag No.1907, under J.L.No.20, R.S. No.154, within the limit of South Dum Dum Municipality, under P.S.-Dum Dum now Lake Town, in the District North 24Parganas hereinafter referred to the "said Property" and thereafter they jointly constructed two storied building on the said Property some time in year 1992.

- F)** Thereafter while seized and possessed of the said Property, the said Basanta Kumar Das died intestate on 27.08.1998 leaving behind his wife Mrs. Sandya Rani Das and two sons namely Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das as his legal heirs and successors and after the demise of the said Basanta Kumar Das, the said Mrs. Sandya Rani Das, Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das became the joint owners of the aforesaid 2 Cottahs of Land with Two storied building according Hindu Inheritance of law having undivided 1/3rd share each.
- G)** Thus by virtue of aforesaid manner, the said Mrs. Sandya Rani Das, became the owner of 2 Cottahs of Land with Two storied building and undivided 1/3rd share of rest 2 Cottahs of Land with Two storied building i.e. Total 2 Cottahs 10 Chittacks and 30 Sq. Ft. with two storied total building area 1684 Sq. Ft. and the said Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das are the joint owners of Land area about 1 Cottah 5 Chittacks and 15 Sq.

Ft. (having 10 Chittacks 30 Sq. Ft. each) with two storied total building area 842 Sq. Ft. (having 421 Sq. Ft. covered area each).

- H)** Thereafter the said Sandya Rani Das, Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das duly recorded and/or mutated their names in respect of the said Property before the Block Land & Land Reforms Officer, Sodepur being as the recorded owners as rayata dakhliya Satya under Mouza-Satgachi, as per L.R. Settlement record and as per **L.R. record of right L.R. Dag No.1613, L.R.Khatian No.6529 has been recorded in name of MRS. SANDYA RANI DAS for the area of 4 (Four) Decimals Sali Land** having 0.0336 Share as described in the L.R.Parcha and also as per **L.R. record of right L.R. Dag No.1613, L.R.Khatian No.2110 has been recorded in name of MR. DIBYENDU BIKAS DAS for the area of 1 (One) Decimal Sali Land** having 0.0084 Share as described in the L.R.Parcha and also as per **L.R. record of right L.R. Dag No.1613, L.R.Khatian No.2883 has been recorded in name of MR. PURNENDU BIKASH DAS for the area of 1 (One) Decimal Sali Land** having 0.0084 Share as described in the L.R.Parcha and the Vendors herein also mutated their names in the South Dum Dum Municipality under Assessment No. 1202901474816.
- I)** Thus by virtue of the aforesaid, the said persons herein became the absolute joint owners in respect of ALL THAT more than 30 years

old **Two Storied Residential building TOGETHER WITH piece and parcel of Bastu Land** piece and parcel of **Bastu Land** thereunto belonging and where on or on part whereof the same is erected and built containing by estimation measuring an area **about 4(Four) Cottahs** (equivalent to 6.6 Decimals more or less) be the same a little more or less lying and situated at **Municipal Holding No.637, Calcutta Jessore Road (old Holding No.621/1, then old 621) Kolkata-700055**, comprised in **Mouza-Satgachi**, under **L.R. Dag No.1613**, under **L.R. Khatian No.6529** area of **Land 4Decimals in the name of the Vendor No.1 herein**, and **L.R. Dag No.1613**, under **L.R. Khatian No.2110** area of **Land 1Decimals in the name of the Vendor No.2 herein** and **L.R. Dag No.1613**, under **L.R. Khatian No.2883** area of **Land 1Decimals in the name of the Vendor No.3 herein** under R.S. Dag No.1907 corresponding to R.S. Khatian No.84, C.S. Dag No.456, under J.L.No.20, R.S. No.154, Touzi No.160, within the limit of South Dum Dum Municipality, under Ward No.20, under Assessment No.1202901474816, **under P.S.-Lake Town, in the District-North 24Parganas** along with common passage along with all easement rights, title, interest attached here more fully and particularly described in the Schedule written hereunder and hereinafter referred to as the "said Property" and since then the Sandya Rani Das, Mr. Dibyendu Bikas Das and Mr. Purnendu

Bikash Das herein are enjoying the said Property free from all encumbrances and they herein have every right to sell, gift, mortgage, develop, let out etc. in respect of said Property to any third party or parties either in whole or part thereof.

While seized and possessed of the said Property the Sandya Rani Das, Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das herein have approached and offered to sell and the Vikash Kumar Agarwal & Sweta Agarwal based on the representations, warranties and covenants mentioned in Clause 2 and its sub-clauses above (collectively Representations) have agreed to purchase in respect of **ALL THAT** more than 30 years old **Two Storied Residential building total measuring about 2526 Sq. Ft. covered area** more or less (out of which **Ground Floor measuring about 1263 Sq. Ft. covered area** consisting of Two bed rooms, one Living cum Dinning Room, One Kitchen Room and One Toilet & Balcony and **First Floor measuring about 1263 Sq. Ft. covered area** consisting of Two bed rooms, one Living cum Dinning Room, One Kitchen Room and One Toilet & Balcony) **TOGETHER WITH piece and parcel of Bastu Land** thereunto belonging and where on or on part whereof the same is erected and built containing by estimation measuring an **area about 4(Four) Cottahs** (equivalent to 6.6 Decimals more or less) be the same a little more or less lying and situated at **Municipal Holding No.637, Calcutta Jessore**

Road (old Holding No.621/1, then old 621) Kolkata-700055, comprised in **Mouza-Satgachi,** (under **L.R. Dag No.1613, under L.R. Khatian No.6529 area of Land 4Decimals in the name of the Vendor No.1 herein,** and **L.R. Dag No.1613, under L.R. Khatian No.2110 area of Land 1Decimals in the name of the Vendor No.2 herein** and **L.R. Dag No.1613, under L.R. Khatian No.2883 area of Land 1Decimals in the name of the Vendor No.3 herein**), under R.S. Dag No.1907 corresponding to R.S. Khatian No.84, C.S. Dag No.456, under J.L.No.20, R.S. No.154, Touzi No.160, within the limit of South Dum Dum Municipality, under Ward No.20, under Assessment No.1202901474816, **under P.S.-Lake Town, in the District-North 24Parganas** along with common passage along with all easement rights, title, interest attached hereto more fully and particularly described in the Schedule written hereunder with a valuable consideration and the Sandya Rani Das, Mr. Dibyendu Bikas Das and Mr. Purnendu Bikash Das herein agreed to execute and register relevant Deed of Conveyance pertaining to the Said Property in favour of the Vikash Kumar Agarwal & Sweta Agarwal and the execute relevant Deed of Conveyance in registered before ARA, Kolkata and it is recorded in Book No.I , Volume 1901-2022 Pages 421499 to 421539 Being No. 09517 in the year 2022.

2. Thereafter after buying the property the said Vikash Kumar Agarwal & Sweta Agarwal duly recorded their names in the concerned department of the South Dum Dum Municipality under ward No.20, and thereafter the said Property became known as Municipal **Municipal Holding No.637, Calcutta Jessore Road (old Holding No.621 then old 621) Kolkata-700055**, [having Postal Address at 344/1, (old No.344), Block-A, Green Park,] and paid taxes regularly as the absolute owner of the said Property. and since then they are jointly enjoying the said property free from all encumbrances, charges, lines, lispences, attachment, trust, whatsoever.

6. While seized and possessed of the said Property, The Owners have expressed their intention to develop the said Property by erection and construction of permissible Building having independent self contained "Ownership Flats if any".

7. The Owners/Vendors intends to develop the said Property in accordance with the proper Sanction Plan _____ and made a Partnership Firm namely "**BALHANUMAN PROMOTERS COMPANY**" and for which the said Vendors & Partnership Firm duly applied for obtaining Sanctioned Building Plan vide No._____ dated _____ before the South Dum Dum Municipality to make a Multistoried Building .

J. Now the purchasers herein approached to the Vendors/Developer herein to purchase **ALL THAT One Self contained Residential Flat being No._____ measuring about _____Sq. Ft. Super Built up area (_____Sq.Ft. Carpet area more or less** (having Covered/built area _____Sq. Ft. more or less) lying and situated on the _____ **side of the _____ Floor** of the new multistoried building known as "_____" hereinafter referred to as the "said Flat" and particularly described in the **Second Schedule** written

hereunder Together with undivided proportionate share and interest of Land in which the said Flat is situated at lying and situated at Premises No. at Municipal Holding No.637, Calcutta Jessore Road (old Holding No.621 then old 621) Kolkata-700055, (having Postal Address at 344/1, (old No.344), Block-A, Green Park) comprised in Mouza-Satgachi, (under L.R. Dag No.1613, under L.R. Khatian No.6529 area of Land 2 Cottahs 10 Chittacks and 30 Sq. Ft. or equivalent to 4 Decimals and L.R. Dag No.1613, under L.R. Khatian No.2110 area of Land 10Chittacks 30 Sq. Ft. or equivalent to 1Decimals and L.R. Dag No.1613, under L.R. Khatian No.2883 area of Land10Chittacks 30 Sq. Ft. or equivalent to 1Decimals under R.S. Dag No.1907 corresponding to R.S. Khatian No.84, C.S. Dag No.456, under J.L.No.20, R.S. No.154, Touzi No.160, within the limit of South Dum Dum Municipality, under Ward No.20, under Assessment No.1202901474816, under P.S.-Lake Town, in the District-North 24Parganas described in the First Schedule written hereunder which was comprised in the said **Vendor/Developer's area** Together with common facilities as described in the below Schedule written herein and specification of flat described in the Third Schedule written hereunder and also maintenances charges as described in the Fifth Schedule written hereunder at or for a total consideration of **Rs. _____ /-(Rupees _____)** only free from all encumbrances and accordingly on the request of the purchasers herein, the Vendors/Developer entered into this Agreement for Sale between them under the following terms and conditions.

AND WHEREAS the Vendors and Developer have jointly declared, confirmed and assured that the Said Premises as well as the Said Flat is free from all encumbrances, charges, lien, lispendens, acquisition and trust of whatsoever nature and has further confirmed and assured that there is no defect in title thereof or that the owners/Vendors herein have got good marketable title in the Said Flat or any part of the said building.

AND WHEREAS the Purchasers have gone through the Deeds, Documents, Sanctioned Plan and physical inspection of the instant newly constructed building. Being satisfied with everything have agreed to purchase and acquire the Said Flat and one car parking space for the said sum of **Rs...../- (Rupees)** only in the manner as aforesaid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement and in consideration of the sum of **Rs...../- (Rupees)** only, the receipt whereof the Vendors do hereby admit and acknowledge and from the same and every part thereof quit, release and discharge the Purchasers and also the said flat and car parking space hereby sold, transferred and conveyed or intended so to be the Vendors doth hereby grant, sell, transfer, convey, assign to the Purchasers **ALL THAT** the said **flat No....., on the floor, side** measuring about **..... square feet** super built-up area, and **one car parking space (No.....)** measuring an area of **..... square feet** with the right to own, use and enjoy the said flat and car parking space more fully described in the second schedule hereunder written with the right to use common areas with the other owners and occupiers of other flats and portions of the said new building to use and enjoy the stairs, sewers, paths,

passages, lift and other common parts and areas facilities, devices and installations at the said new building more fully described in the Third Schedule hereunder written and in all manner of former and other rights, properties, privileges, easements and benefits whatsoever belong to or in any appertaining thereto or usually held or enjoyed therewith and reputed and belong to or be appurtenant thereto and the reversion or reversions remainder or remainders **TOGETHER WITH** all easement or quasi-easement other stipulations or provisions for the beneficial use and enjoyment of the said flat and **TO HAVE AND TO HOLD** the said flat and every part thereof unto and to the use of the Purchasers absolutely and forever, free from all encumbrances whatsoever and also subject to the terms, conditions, covenants and restrictions mentioned in this Indenture **AND FURTHER** subject to the Purchasers regularly and punctually paying the proportionate amount of Municipal taxes and other fees, taxes and outgoings whatsoever concerning or relating to the said flat after the execution of these presents and also regularly and punctually paying the charges for the electricity as may be consumed at the said flat and the amount of monthly services and maintenance charges and other costs and expenses as mentioned in Fourth and Fifth Schedule hereunder written.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:

THAT the Vendors has good rightful power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said flat together with the undivided proportionate variable and undivided share or interest in the land beneath the said building attributable to the said flat hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and in favour of the

Purchasers in the manner aforesaid and according to the true intent and meaning of these present:

AND THAT the Purchasers shall and will peacefully and quietly enter into, own, hold, possess and enjoy the said flat and car parking space, more fully described in the Second Schedule hereunder written together with an undivided proportionate, variable share or interest in the said land beneath the said building and attributable to the said flat and car parking space, hereby granted, sold and conveyed and to receive the rents issues and profits in respect of the said flat and every part thereof, without any lawful eviction, hindrance or interference from the Vendors or any other person or persons lawfully or equitably claiming from under or in trust for the vendors;

AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise released, the said flat **TOGETHER WITH** undivided proportionate, variable and undivided share or interest in the said land beneath the said building and attributable to the said flat by and at the cost and expenses of the Vendors to own, use, occupy and possess the said flat sufficiently saved, defended, kept harmless and indemnified of and from and against all and all manner of encumbrances whatsoever;

AND THAT the Vendors shall at all times hereafter at the request and costs of the Purchasers produce or cause to be produced to them or to their agents as when the Purchasers shall require all the original Title deeds and documents in respect of the **“SAID PREMISES”** including the said Indenture for evidencing the title and also to furnish to the Purchasers all copies of or extract from the said Deeds and documents and shall in the meanwhile keep the same safe;

AND FURTHER that the Vendors and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property claim or demand whatsoever into or upon the said flat and car parking space as also the undivided proportionate and variable share or interest in the said land beneath the said building and attributable to the said flat, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof, from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly, effectively and satisfactorily granting, transferring and assuring the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required;

AND FURTHER THE PURCHASERS to the end and intent that their obligations, covenants and restrictions herein contained shall at all times hereafter run with the said flat and car parking space or with the said undivided proportionate variable and undivided share and/or interest in the said land beneath the said building and attributable to the said flat and car parking space hereby covenant with the Vendors as follows:-

- i) The Purchasers and all other persons deriving title from them at all times hereafter observe the restrictions and covenants as mentioned hereunder.
- ii) The Purchasers shall at all times hereafter regularly and punctually make payment of all Municipal Taxes, Municipal surcharge, multistoried building taxes, water taxes and all other rates, taxes, impositions and out-going whatsoever which may from time to time be imposed or be found payable

on account and in respect of the **SAID FLAT and CAR PARKING SPACE.**

- iii) The Purchasers shall not be entitled to claim any right over and in respect of the covered and uncovered parking spaces other than the space, purchased by the Purchasers at the said building and also the vacant land and/or space on the ground floor which shall be the absolute property of the Vendors;
- iv) So long as the Said flat and car parking space not separately assessed by the Kolkata Municipal Corporation authorities and other appropriate authorities, the Purchasers shall regularly and punctually pay to the Vendors proportionate share of the assessed municipal taxes, multi-storied building taxes and other outgoings taxes, imposition as may be assessed or found payable in respect of the said flat from the date of execution of these presents. The apportionment of such rates and taxes shall be made by the Vendors on the basis of area acquired by the purchasers and the same shall be conclusive, final and binding.
- v) The Purchasers shall regularly and punctually contribute and pay to the Vendors or the Association after the same has been formed for the purpose, month by month the proportionate amount of the cost, expenses and out goings including the costs and expenses mentioned in the Fourth Schedule hereunder written. The apportionment of such costs and expenses shall be made by the Vendors on the

basis of area acquired and the same shall be conclusive, final and binding.

- vi) The Purchasers shall permit the Vendors and its Surveyors or agents with or without workmen and/or representatives of Associations at all reasonable times to enter into and upon the said flat for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, structures or other convenience belonging to or serving or used for the serving or used for the building and also for the purpose of laying down, maintaining, repairing, restoring, testing, drainage, gas, pipes, water pipes, electrical wires and cables and for other similar purposes which can be carried out from other place.

- vii) The Purchasers shall keep the said flat in full substantial repair and good condition so as to support and protect the other flats and parts of the said building as they now enjoy.

- viii) The Purchasers shall keep all sewers, drains, pipes, passages, stairs, and main entrances serving the said flat in good condition

- ix) The Purchasers agree to be a member of the Flat Owners' Association to be formed after the delivery of the possession of all the flats of the said new building, for the administration and maintenance of common areas and facilities to the said building and further agree to sign,

execute and deliver all papers, documents and applications, bye-laws, rules and regulations as may be necessary or required for formation and/or registration of such Association and further agree to be bound by the rules, regulations and bye-laws of such Owners' Association.

- x) That it is expressly agreed in between the Vendors & Purchasers, that the Vendor shall have a right to raise other stories or put up additionally structures as may be permitted by Municipal Corporation and/or other competent authorities. Such additional structures and storied will be the sole property of the Vendors and/or Developer(s) as the case may be who will be entitled to dispose off the same in any way as it may choose and the Purchasers hereby accord their consent to the same and have agreed not to raise any objection or setup any obstruction thereto in future.

THE PURCHASERS FURTHER CONVENANT WITH THE VENDORS AS FOLLOWS:-

- a) Not to use the said flat for any purpose other than for the purpose for which it has been constructed and has been sanctioned by the Municipal Corporation.
- b) Not to use the said flat and car parking space or any portion thereof in such manner which may or is likely to cause nuisance or annoyance to the Vendors or the Purchasers or occupier(s) of other flats and/or portions of the said building or to the owners or occupiers of the neighboring properties nor shall use the same for any illegal or immoral purpose;

- c) Not to carry on or permit to be carried on in or upon the “said flat” or any part thereof any offensive or unlawful business whatsoever nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law;
- d) Not to demolish or cause to be demolished or damage the said flat or any part thereof nor to make or cause to be made any additions or alterations of such nature which may prejudicially affect other flats or portions of the building.
- e) Not to decorate the exterior of the said flat otherwise than in the manner as may be agreed in writing with the Vendor/Association. The Purchasers shall maintaining the décor of the exterior of the said flat in the same manner in which the same was decorated at the time of delivering possession of the same by the Vendors.
- f) Not to throw or accumulate any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown or accumulated in the said flat or in the compound or any portion of the said building.
- g) Not to allow the storage of any goods, articles or things in the stair case lobbies or other common parts or areas of the said building or any portion thereof.
- h) Not to display or put up any neon-sign or other signboard (except name plate) on the outer walls of the said flat or any part of the building without the consent in writing of the Vendors/Association.

- i) Not to carry on any obnoxious offensive or illegal or immoral activities in the said flat or any portion of the said building including the common parts;
- j) Not to claim any right in other flats or other parts of the said building, save the right to use the common areas and facilities as may be necessary for the ingress and egress for men materials to and from the flat and/or for utility pipes cables and lines into and from the said flat.
- k) Not to do or permit any one to do anything whereby the Purchasers of other flats in the building are obstructed or prevented from the use and enjoyment of their respective flats and/or the common parts;
- l) Not to do or permit to be done any act or deed or thing, which may render void or voidable any insurance of any flat or other portions of the said building or cause any insurance premium to be increased in respect thereof;
- m) The purchasers will not claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in the common areas utilities and facilities in the land and the said building in which the purchasers have the common right with the co-owners.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring about 04 Cottahs lying and situated at **Municipal Holding No.637, Calcutta Jessore Road (old Holding No.621 then old 621) Kolkata-700055**, (having Postal Address at 344/1, (old No.344), Block-A, Green Park), butted and bounded as follow:-

- ON THE NORTH** : Property of Usha Rani Mondal.
- ON THE SOUTH** : Plot of Kanai Manna.
- ON THE EAST** : Part of land of R.S. Dag Nos.1908 & 1909
(Land of Sudhir Naskar)
- ON THE WEST** : 14 Feet wide Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Details of flat and car parking space)

ALL THAT self contained flat being **No....**, on the **Floor**,..... side measuring super built up area of **Square Feet** Comprising of Bedrooms, Drawing-cum-Dining, Toilet,..... Kitchen and Verandah, hereinafter called the said '**FLAT**' and **one car parking space (.....)** measuring an area of **square feet** as contained in the Building "**ASHIYANA**" lying and situated at **Municipal Holding No.637, Calcutta Jessore Road (old Holding No.621 then old 621) Kolkata-700055**, (having Postal Address at 344/1, (old No.344), Block-A, Green Park **TOGETHERWITH** undivided proportionate share of land and

building **TOGETHERWITH** common facilities, right over the passage, main entrance etc. more fully and particularly described in the **THIRD SCHEDULE**.

THE THIRD SCHEDULE ABOVE REFERRED TO;

THE COMMON FACILITIES SHALL INCLUDE:-

- (A) Stairs, lift & its accessories and lift-well.
- (B) Main Entrance, gates, common passage and lobby on each floor.
- (C) Water pumps, water Tank, pipes and overhead tank, and other common plumbing installation, electricity wiring, metres, water pipes, sewerage, rain water pipes.
- (D) Lighting in the common space, passage and staircase.
- (E) Common walls in between the Flat and any other unit beside the same on any side thereof.
- (F) Window, Doors Grills and other fitting respecting the common areas of the premises.
- (G) Such other common parts areas equipment, installations, fixtures, fittings covered and open space in or about the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO;

(Common Expenses)

1. The costs of cleaning, maintaining and lighting the main entrances, passage, landing, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
2. Cost and charges of reasonably required for the maintenance of the building and for watch and ward duly and other incidental costs.
3. The cost of decorating the exterior of the building.
4. The cost of repairing and maintenance of water pump, electrical installations, over light, and service charges, and supplies of common utilities.
5. Municipal Taxes, Multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.
6. Flat Owner's Association, as shall be formed by the Unit owners, inclusive of the Owners as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

THE FIFTH SCHEDULE ABOVE REFERRED TO;

1. The Purchasers on possession and registration will apply for the said flat for the purpose of separate assessment in the Kolkata Municipal Corporation.

2. Unless and until the flat is separately assessed and/or mutated the purchases will bear and pay proportionate share of taxes with other co-owners.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and seal, the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

1.

VENDORS

2.

PURCHASERS

MEMO OF CONSIDERATION

RECEIVED from the within named **PURCHASERS** the within mentioned sum of **Rs...../- (Rupees)** only as full and final consideration in respect of the Scheduled property in the following manner:

Sl.No.	Cheque &Date	Name of Bank	Amount
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VENDORS

Drafted by:-