

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the  
day of March, in the year Two Thousand and  
Twenty Two (2023)

**BETWEEN**

**LIM REAL ESTATE PRIVATE LIMITED, (PAN AABCC5906B)** a Company incorporated under the Companies Act, 2013 having its registered Office at 8A, Royd Street, Kolkata-700016 and represented by one of its Director **MOUSUMI HOSSAIN** (PAN-ALKPH2192R) (Aadhaar No.7582 1478 2774) daughter of Jakir Hossain, by faith-Islam, by Nationality - Indian, by occupation-Business, residing at College Para, Post Office-Aurangabad, Police Station-Suti, District-Murshidabad, Pih-742201, West Bengal, hereinafter called and referred to as the **“VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, legal representatives, administrators and assigns) of the **ONE PART.**

**AND**

..... **(PAN- .....**) **(Aadhaar No.....)**, son of ....., by faith-Islam, by occupation- Business, by Nationality-Indian residing at ....., hereinafter called and referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the subject or context mean and include his/her heirs, executors, administrators, successors, legal representatives and assigns) of the **OTHER PART.**

**A. IN THIS DEED THE TERM OR EXPRESSION USED HEREIN SHALL UNLESS IT BE CONTEXT AND/OR REPUGNANT TO THE CONTEXT OR SUBJECT SHALL HAVE THE FOLLOWING MEANING :**

**1. PREMISES:** shall mean the Premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station- Entally, Kolkata-700014 described in the Schedule 'A' hereunder written.

**2. NEW BUILDING:** shall mean the G+IV storied Building to be constructed measuring land of ALL THAT piece and parcel of land measuring about 1(one) Bigha 9(Nine) Cottahs 7 (Seven) Chittacks and 4 (Four) sq.ft. lying and situated at premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station-Entally, Kolkata-700014.

**3. OWNER:** shall mean LIM REAL ESTATE PRIVATE LIMITED having its registered office at 8A, Royd Street, Kolkata-700016.

**4. DEVELOPER:** shall mean LIM REAL ESTATE PRIVATE LIMITED having its registered office at 8A, Royd Street, Kolkata-700016.

**5. PURCHASER :** shall mean **ATAUR RAHMAN**, son of Late Abdul Majid, by faith - Islam, by occupation - Advocate Practitioner, residing at 95, Dr. Lal Mohan Bhattacharjee Raod, Post Office- Entally, Police Station-Entally, Kolkata-700014.

**6. FLAT:** shall mean the flat No.2B on the 2<sup>nd</sup> floor measuring 840 sq.ft. super built up area described in the Schedule "B" hereunder written.

**7. ARCHITECT:** shall mean M/S Chakraborti Group having its office at premises No.60, Muzaffar Ahmed Street (Ripon Street), Kolkata-700016.

**8. ADVOCATE:** shall mean Mr. Ajoy Sankar Sanyal, 8, Old Post Office Street, Ground Floor, Kolkata - 700 001.

**9. COMMON EXPENSES:** shall mean and include all expenses to be incurred by the Purchaser for the maintenance, management and upkeep of the said Premises and the said building and/or expenses for common purposes of the Purchaser in proportion to the area of their/his/her Flat for rendition of the common services.

**10. COMMON PARTS AND PORTIONS:** shall mean and include staircases, common passage, lift room, lift well, pump rooms, water tank, drive ways, pavements, and pathways, water supply system, drainage system, sewerage system, compound lighting & Electrical System, underground reservoirs, gardens and greenery community hall, gymnasium swimming pool, fire fighting and rain harvesting, kids play area.

**11. COMMON PURPOSES:** shall mean the purposes of maintaining the said Premises and the said Building and in particular the common parts, collection and disbursement of

common expenses and dealing with the matters of common interest of the Purchaser and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Flat exclusively and the common parts in common by the Purchaser.

**12. COVERED AREA:** shall mean area of the Flat as per sanctioned Plan and also thickness of the finished outer walls, internal walls and pillars.

**13. SALEABLE BUILT UP AREA:** for the purpose of determination of the salable built up area the same includes the built up area in a particular unit together with the proportionate share in the service area, lobbies, staircases, stair cover, lift space, lift well, lift maintenance room common roof, community hall, recreation room, generator room, transformer room, meter room, duct covers, elevations and outer plaster space for ducts inside the building, overhead water tank, underground water tanks, and other service areas and open spaces as shall be determined by the Architect and the decision of the Architect shall be binding on the parties. And such built up area is 30% lesser than super built up area.

**14. CAR PARKING SPACE :** shall mean the car parking spaces sanctioned by the Kolkata Municipal Corporation and shall include such spaces as the vendor shall deem fit and proper and/or to be permitted for use as the vendor in its absolute discretion shall deem fit and proper.

**15. SANCTION PLAN :** shall mean the building plan sanction by the Kolkata Municipal Corporation being No.2020060047 dated 10<sup>th</sup> March, 2021 and shall include such modification or variation as may be made by the vendor.

**16. SINKING FUND :** shall be the fund to be and/or contributed by each flat owners/Purchaser herein towards sinking/reserve fund which amount shall be held by the developer on account of capital expenses after the building is completed and possession is made over and upon formation of the society/association the said amount on account of the sinking fund shall be transferred to such association/society.

**17. SINGULAR :** shall mean and include "PLURAL" and vice-versa.

**18. MASCULINE:** shall mean and include "FEMININE" and vice-versa.

**19. RESTRICTIONS :** shall mean various restrictions regarding the user Holding of the said Flat as hereinafter stated.

**WHEREAS** One Sarajendra Nath Ghosh purchased ALL THAT piece and parcel of land containing an area of 1 (one) Bigha 2 (two) Chittacs and 6 (six) sq.ft. be the same a little more or less situate lying at and being Premises No.91, Middle Road, Entally, (formerly numbered as 36, Middle Road and previously

numbered as 32, Middle Road, Calcutta) by a Registered Deed of Conveyance dated 05.08.1961 registered in the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.III, Pages 50 to 63, Being No.4035 for the year 1961 from Copal Chandra Dey and sons.

**AND WHEREAS upon actual measurement of the area of the said land was found as 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 4 (four) Sq. ft and the said property subsequently numbered as Premises No.91 A, Dr. Lal Mohan Bhattacharjee Road, Calcutta -700014, by the Calcutta Municipal Corporation.**

**AND WHEREAS** the said Sarajendra Nath Ghosh constructed and erected a two storied brick built building and godown on a portion of the said land.

**AND WHEREAS** by a Deed of Trust dated 28<sup>th</sup> November, 1984 the said Sarajendra Nath Ghosh settled the said Premises upon trust for the benefit of his only son Satyabrata Ghosh and his only daughter (Smt) Manashi Basu and upon the death of the said Sarajendra Nath Ghosh the northern portion of the said Premises admeasuring 15(fifteen) Cottahs 2 (two) Chittacks and 10 (ten) Sq. ft. would vest upon Satyabrata Ghosh absolutely and forever and the southern portion of the said Premises admeasuring 14 (fourteen) Cottahs 4 (four) Chittacks and 39 (thirty nine) sq. ft. would vest upon his daughter Manashi Basu absolutely and forever.

**AND WHEREAS** the said Sarajendra Nath Ghosh died on 10.03.85 and in terms of the said Deed of Trust the Northern portion of the said Premises vested absolutely in favour of Satyabrata Ghosh and the Southern portion of the said Premises vested absolutely in favour of the said Smt Manashi Basu.

**AND WHEREAS** by an Indenture dated the 2<sup>nd</sup> November, 1998 registered with the Registrar of Assurances, Calcutta, the said Satyabrata Ghosh sold, transferred and conveyed Absolutely and forever unto the previous owners namely Dr. Narendra Lal Dutta and Smt. Sandhya Dutta Banik herein ALL THAT piece and parcel of land admeasuring 15 (fifteen) Cottahs 2 (two) Chittacks and 10 (ten) sq.ft. TOGETHER WITH building and structures standing thereon situate lying at and being the northern portion of Premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Calcutta for the consideration and on the terms and conditions mentioned therein and the said Indenture was duly recorded in Book No.I, Volume No.83, Pages 414 to 430, Being No.3853 for the year 2000.

**AND WHEREAS** by another Indenture dated the 2<sup>nd</sup> November, 1998 registered with the Registrar of Assurances, Calcutta the said Smt. Manashi Basu sold, transferred and conveyed absolutely and forever unto the previous owners namely Dr. Narendra Lal Dutta and Smt. Sandhya Dutta Banik herein ALL THAT piece and parcel of land admeasuring 14 (fourteen)



Cottahs 4 (four) Chittacks and 39 (thirty nine) Sq. ft. TOGETHER WITH building and structures standing thereon situate lying at and being the southern portion of Premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Calcutta for the consideration and on the term and conditional mentioned therein and the said Indenture was also recorded in Book No.I, Volume No.83, Pages 431 to 450 being No.3852 for the year 2000.

**AND WHEREAS** by virtue of the aforesaid purchase the aforesaid owners namely Dr. Narendra Lal Dutta and Smt. Sandhya Dutta Banik seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the said Premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Calcutta now known as Kolkata morefully described in the Schedule hereunder written and hereinafter called the said Premises.

**AND WHEREAS** by a registered Deed of Conveyance dated 17<sup>th</sup> August, 2001 the aforesaid owners namely Dr. Narendra Lal Dutta Banik and Smt. Sandhya Dutta Banik sold, transferred, conveyed ALL THAT piece and parcel of land containing by estimation an area of 1(one) Bigha 9(Nine) Cottahs 7 (Seven) Chittacks and 4 (Four) sq.ft. be the same a little more or less TOGETHER WITH building and structure thereon situate lying at and being premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station- Entally, Kolkata-700014 within the local limits of Kolkata Municipal Corporation in Ward No.55 under the Additional District Sub-Registrar of Sealdah in the District of

South 24 Parganas, in favour of **CALCUTTA UROLOGY RESEARCH CENTRE PRIVATE LIMITED** registered in the office of the A.D.S.R Sealdah and recorded in Book No.I, Volume No.53, Pages ..... to 331 being No.1709 for the year 2009 at a consideration mentioned therein.

**AND WHEREAS** upon purchasing the aforesaid property the name of the **CALCUTTA UROLOGY RESEARCH CENTRE PRIVATE LIMITED** was duly mutated and recorded in the assessment register of the Kolkata Municipal Corporation.

**AND WHEREAS** the aforesaid company namely **CALCUTTA UROLOGY RESEARCH CENTRE PRIVATE LIMITED** merged with the present owner namely LIM REAL ESTATE PRIVATE LIMITED the vendor herein on 29<sup>th</sup> day of September, 2020 and by virtue of such merger LIM REAL ESTATE PRIVATE LIMITED the vendor herein has become the absolute owner in respect of entirety of land and building lying and situate at premises No.91A, Dr. Lalmohan Bhattacharjee Road, Police Station-Entally, Kolkata-700014 morefully described in the schedule "A" hereunder written.

**AND WHEREAS** upon merger, the name of the present owner i.e. LIM REAL ESTATE PRIVATE LIMITED has been mutated on 7<sup>th</sup> day of January, 2022 in respect of premises No. 91A, Dr. Lalmohan Bhattacharjee Road, Police Station-Entally, Kolkata-700014 and recorded in the assessment register of the Kolkata Municipal Corporation and the vendor herein is paying its

Municipal Rates and Taxes regularly to the Kolkata Municipal Corporation.

**AND WHEREAS** the owner/vendor seized and possessed of and otherwise sufficiently entitled to ALL THAT piece and parcel of land measuring about 1(one) Bigha 9(Nine) Cottahs 7 (Seven) Chittacks and 4 (Four) sq.ft. lying and situated at premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station-Entally, Kolkata-700014.

**AND WHEREAS** the owner/vendor herein obtained a sanctioned plan from the Kolkata Municipal Corporation being No2020060047, dated 10<sup>th</sup> March, 2021 for construction of a new G+4 storied building at premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station- Entally, Kolkata-700014.

**AND WHEREAS** the Purchaser has approached to the Vendor for acquiring ALL THAT one self contained Flat No.2B on the 2<sup>nd</sup> floor measuring 840 sq.ft. with super built up area at premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station-Entally, Kolkata-700014, more full particularly described in the **Schedule - B** hereunder written for the consideration and on the terms and conditions hereinafter appearing.

At or before the execution of this Indenture, the Purchaser has inspected and has fully satisfied themselves as to

- (a) The Title of the "A" Schedule property;
- (b) The area, dimensions and specifications of the said flat/unit agreed to be acquire/purchased by the Purchaser;

- (c) Built up saleable area comprised in the said Flat/Unit;
- (d) The areas whether open or otherwise reserved for exclusive use and enjoyment and as part of a particular flat/unit;
- (e) The rights of the other flat owners in the said new building;
- (f) Xerox copy of the sanctioned Plan;
- (g) Mutation Certificate and Tax Bill.

AND has agreed not to raise any objection in respect thereof whatsoever or howsoever.

**AT OR BEFORE EXECUTION OF THIS INDENTURE, THE PURCHASER HAVE INSPECTED AND HAVE FULLY SATISFIED THEMSELVES AS TO:-**

- (a) The Title of the Vendor of the said Premises;
- (b) The area, dimensions and specifications of the said flat/unit agreed to be acquired/purchased by\_ the PURCHASER;
- (c) Built up saleable area comprised in the said Flat/ Unit;
- (d) The areas whether open or otherwise reserved for exclusive use and enjoyment and as part of a particular flat/unit;
- (e) The rights of the other flat owners in the said new building;
- (f) Xerox copy of the sanctioned Plan dated 6.9.2011.
- (g) Mutation Certificate and Tax Bill.

AND have agreed not to raise any objection in respect thereof whatsoever or howsoever.

**NOW THIS INDENTURE WOTESSETH** that in pursuance of the said Sale Agreement dated .....and in consideration of the sum of **Rs...../- (Rupees .....**) **only** of the lawful money of the Union of India well and truly paid by the PURCHASER to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment to the same and every part thereof doth hereby acquits release and forever discharge the PURCHASER (and also the said flat and the properties appurtenant thereto hereby intended to be sold and transferred) and the Vendor at the request of the PURCHASER doth hereby grant, sell, transfer, convey, assign and assure unto and to the PURCHASER **ALL THAT** one self contained fiat being **Flat No....., ..... Floor,** measuring an area .....(.....) Sq.ft. Super Built up area more or less and **One Covered Car Parking Space** measuring an area of .....sq.ft. on the **Ground Floor** at premises No. 91A, Dr. Lal Mohan Bhattacharjee Road, Police Station- Entally, Kolkata-700014, **TOGETHER WITH** the undivided indivisible impartible proportionate share or interest in the land comprise in the said premises described and mentioned in the **SECOND SCHEDULE** hereunder written as shown in the Plan hereto being **ANNEXURE “A”** duly bordered therein in **“RED” TOGETHER**

**WITH** undivided proportionate share in “**THE SAID LAND**” described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** also with the like undivided proportionate share in the common portions areas and common facilities in the said building and the said premises duly mentioned described in the **THIRD SCHEDULE** hereunder written and described in the **SECOND SCHEDULE** hereunder written together further with all properties benefits and thereto and **TOGETHER WITH** the right to use the common portions in common with the other co-owners of the as described in the **THIRD SCHEDULE** subject to payment of costs and expenses as described in the **FOURTH SCHEDULE** reversions or remainder or remainders and rents issues and profits of and in connection with the said Unit and every part thereof AND all the estate right, title, interest, claim use inheritance trust possession property and demand whatsoever of the Vendor at law or inequity unto and upon the said unit hereby granted sold, conveyed and evidences of title in anywise relating to or connected with the said **UNIT AND TOGETHER WITH** the benefits of all the covenants contained herein and **TOGETHER WITH** easements quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit by the respective Owners and/or Occupiers thereto **TO HAVE AND TO HOLD** the said Unit and every part thereof and all the properties benefits and right appurtenant thereto hereby granted, sold, conveyed transferred assigned and assured or expressed or intended so to

be **TOGETHER WITH** all the Vendor's rights, liberties and appurtenances whatsoever unto and to the PURCHASER absolutely and forever free from all encumbrances mortgages, charges, trusts, liens, lispendences, attachments, tenancies, occupancy, rights, claims and liabilities whatsoever absolutely and forever **SUBJECT ALSO** to the PURCHASER paying and discharging municipal rates and taxes and other outgoings and common expenses mentioned in the **FOURTH SCHEDULE** hereunder written relating to the said unit wholly and to the building and premises proportionately acquiring with effect from the date of execution of these presents.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

(a) **NOTWITHSTANDING** any act, deed, matter or thing whatsoever hereto fore done committed or knowingly suffered by the Vendor to the contrary the Vendor is lawfully rightful and absolutely seized and possessed and/or otherwise well and sufficiently entitled to the **SAID FLAT/UNIT** and the properties benefits proportionate share of land apartment on **ALL THAT** one self contained flat being **Flat No....., .....Floor**, measuring an area .....(.....) Sq.ft. Super Built up area more or less and **One Covered Car Parking Space** measuring an area of .....sq.ft. on the **Ground Floor** at premises No. 91A, Dr. Lal Mohan Bhattacharjee Road, Police

Station- Entally, Kolkata-700014 and rights appurtenant thereto hereby granted sold, transferred, conveyed, assigned and assured or expressed or intended so to be as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from ail encumbrances and liabilities whatsoever and the Con firming Party confirms.

(b) **THE VENDOR** has hereby full power and absolute and indefeasible authority to grant, sell, transfer and convey the said unit every part thereof unto to the PURCHASER in the manner aforesaid and according to the true intent and meaning of these presents.

(c) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or party to any act deem matter or thing whereby the properties benefits and rights (including rights basements) hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached unencumbered or affected in title.

(d) It shall be lawful for the PURCHASER from time to time and at all times hereafter to enter into and upon the said unit and every part thereof and receive the rents issues and profits thereof without eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any



estate, right, title or interest whatsoever in the said unit through under or in trust for the Vendors and freed and cleared and freely and clearly and absolutely acquitted exonerated and forever discharged.

(e) The Vendor all or lawfully or equitably claiming any right title or interest whatsoever in the said unit through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER make acknowledge and execute or cause to be made done acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly measuring the said unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER as shall or may reasonably be required by the PURCHASER, Vendor if owned and Flat/Apartment will obey the same rules/regulations and other norms as imposed on the other flat Owner.

**2. AND THE PURCHASER DOTH HEREBY AGREE AND COVENANT WITH THE VENDOR AS FOLLOWS :-**

a. **THE** said Car Parking Space shall be used only for the purpose of Car Parking and the said car parking shall be allotted within the complex by lottery basis.

- b. **THE PURCHASER** shall not permit anybody to reside in the said Car Parking Space or use the same for any other PURCHASER other than Car Parking,
- c. **THE PURCHASER** shall not park nor shall permit anybody to park the Car in the said Parking Space in a manner, which may obstruct the movement of others Car Parking Space.
- d. **IN** the event of the PURCHASER washing Car or permitting anybody to wash Car in the said parking space(s) then and in that event it will be obligatory on the part of the PURCHASER to clean up the entire space.
- e. **TO** abide by all the rules and- regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Association.
- f. **THE PURCHASER** shall be liable to pay all sorts of taxes to be imposed in respect of the Schedule mentioned flat sold to him as when asked by the Government Authorities.
- g. **THE PURCHASER** shall have no right in respect of unsold parking spaces covered and uncovered both which exclusively belongs to the Vendor and further the PURCHASER shall have no right to raise any objection with regard to sell of other Car Parking Space to any other Third party as well as shall have no right to raise objection regarding change of user of those unsold Car Parking

Space and if any unto- wards incident occurred due to act of third party, in event the PURCHASER will not be liable for any sorts of consequences.

- h. **THAT** the PURCHASER shall not claim any right over the roof.
- i. **IN** the event of sanctioned of further floor over the existing building, in that event the PURCHASER shall not raise any objection and also shall have no right to claim over the roof in any manner whatsoever.
- j. **THAT** the PURCHASER shall obey the rules and regulations of the Flat Owners' Association.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of land containing by estimation an area of 1(one) Bigha 9(Nine) Cottahs 7 (Seven) Chittacks and 4 (Four) sq.ft. be the same a little more or less TOGETHER WITH building and structure thereon situate lying at and being premises No.91A, Dr. Lal Mohan Bhattacharjee Road, Police Station- Entally, Kolkata-700014 within the local limits of Kolkata Municipal Corporation in Ward No.55 under the Additional District Sub-Registrar of Sealdah in the District of South 24 Parganas, butted and bounded by :

ON THE NORTH :       By premises No.91B, Dr. Lal Mohan Bhattacharjee Road, Kolkata.

ON THE EAST : By Eastern Railway Line (South Section).

ON THE SOUTH : Partly by Dr. Lal Mohan Bhattacharjee Road and partly by premises No.93, Dr. Lal Mohan Bhattacharjee Road, Kolkata.

ON THE WEST : By common passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO.**

(Description of the flat hereby conveyed)

ALL THAT self contained Flat No.2B on the 2<sup>nd</sup> Floor of the Building by named "LIM RESIDENCY" in the plot of land as described in the Schedule - A hereinabove, measuring 840 sq.ft. Super Built-up area, together with the proportionate share of interest in the common areas, portions, amenities, facilities in the said Building along with one open car parking space measuring 100 sq.ft. to be determined by the Vendor at the time of making over possession of the said Flat/Unit and together with the proportionate undivided share of interest in the land under A schedule property.

**THIRD SCHEDULE ABOVE REFERRED TO:**

(COMMON AREAS PART OR PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, of the premises.
5. The durwans rest room with electrical wiring switches and fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.

11. Lifts and their accessories installations and spaces required therefore.
12. Meter box, letter boxes with name in the lobby on the Ground Floor or near the stair case.
13. Staircase and landings on all floors except the roof.
14. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/ or the building as are necessary for passage to or use and occupancy of the units as are necessary.

**THE FOURTH SCHEUDLE ABOVE REFERRED TO**

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all the persons employed for the said purpose.
3. Insurance premium for insuring the building against earthquake, fire, lighting mob violence, damage, evil commotion etc.
4. All charges and deposits for supplies of common facilities utilities.

5. Municipal taxes, multi-storied building tax, other outgoing, save those separately assessed on the respective flat/unit.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protesting the title of the land and building.
8. The Office expenses incurred for maintaining the office 5” for common purpose.
9. All other expenses and outgoing as are deemed by the Developer and/or the Vendors to be necessary or incidental for protecting the interest and the right of the PURCHASER.
10. All expenses referred to above shall be proportionately become by the Co-PURCHASER on and from the date of taking charges and occupation of their respective units but the PURCHASER not be liable to bear such charges in respect of unsold units/flats.

**THE FIFTH SCHEUDLE ABOVE REFERRED TO**

The PURCHASER and other Co-owners of remaining flats/ apartment shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi easements appendages and/or appurtenances whatsoever belonging to and/or anywise

appertaining to their respective flats/apartments or the roof of the building or therewith usually held, use, occupied or enjoyed or reputed to be known as part hereafter more fully specified.

(i) The right to access in common with the Co-owners of the building at all times and for purposes connected with the use and enjoyment of the said Flat/Apartment and other Flats/Apartments in the said building.

(ii) The right of way common aforesaid and at all times and for all purchases connected with the reasonable use and enjoyment of the respective flats of the Co-owners comprised within the said building and the said land.

(iii) The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the Co-owners through pipes, drains, wires and conduits lying or being in under through or over the building and the land so far as they may be reasonably necessary for the beneficial occupation of the area of Co-owners for all purposes whatsoever.

(iv) The right of passage of utilities including connections for telephones, television, pipes; cables, conduits etc. through each every part of the building including the said unit.

(v) Right of support, shelter and protection of each portion of the building by other and/or others thereof as far as they protect the same.



(vi) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.

(vii) Such rights, support, easements and appurtenances as usually held used, occupied or enjoyed as part or parcel of the said unit.

(viii) Right to install television antenna on the stair cover of the roof of the building without, in any manner, disturbing any Co-owner exclusively to the same;

(ix) The right with or without workmen and necessary material of the PURCHASER to enter from time to time upon the other parts of the building including the other Units for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding, repairing or cleaning any part or portions of the said building so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entries and in all such cases giving previous notice in writing of the intention so to enter to the Co-owners effected thereby.

(x) The right to use staircase the common with the Co-owners the building except the roof of the building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

The PURCHASER has examined the facilities and also the nature, scope and extent of the benefits right and interest provided to the PURCHASER and shall not make any claim or demand whatsoever against the other parties hereto or from the Vendor/after the execution of these presents.

1. The PURCHASER shall be entitled to sale, transfer, assign, dispose of let out or part with possession of the said unit without any obligation whatsoever on the part of the Vendors or the Co-owners and enjoy the said Unit like all other immovable property except the right of demolition.

2. Subject to the provision contained in this Deed of and subject to the provisions of law for the time being in force, the PURCHASER shall be entitled to exclusive ownership possession and enjoyment of the Flat/Apartment together with all the benefits rights and facilities as herein specifically provided and the properties hereby conveyed to the PURCHASER shall be heritable.

3. **MUTATION TAXES AND IMPOSITIONS :**

3.1. The PURCHASER shall apply for mutation of **ALL THAT** one self contained flat being **Flat No....., .....Floor,** measuring an area .....(.....) Sq.ft. Super Built up area more or less and **One Covered Car Parking Space** measuring an area of .....sq.ft. on the **Ground Floor** as

described in the Second Schedule hereinabove and have the said Unit separately assessed for the purpose of easement of municipal rates and taxes and obtain mutation in name as PURCHASER of the said unit and/or Co-owners of the building in the relevant Municipal and other records in this connection the Purchase is assured that necessary documents will be signed by the Vendor if required.

3.2. The Liability of payment of the PURCHASER of all such taxes impositions and outgoing will accrue with effect from the date thereof.

4. **MANAGEMENT AND MAINTNEANCE OF THE COMMON PORTIONS:**

- (i) That the PURCHASER shall pay the charges at a time to the maintenance agency for a period of 6 (six) months towards security deposit as per Agreement for Sale dated ..... and the, period for payment of maintenance charges will be calculated from the date of handover of flat to the PURCHASER herein and/or from the date of service of notice **“READY FOR HABITATION”** of the flat of the individual PURCHASER whichever is earlier.
- (ii) After the formation of the Association the PURCHASER shall pay such amounts for the aforesaid purpose as may be demanded by the Association.

5. **USER OF SAID UNIT AND THE COMMON PORTIONS:**

5.1. **THE PURCHASER** shall do the following:

5.1.1. **TO** keep at their own costs and expenses the said unit upon its completion and every parts thereof and all fixtures and fittings therein or exclusive for the said flat /apartment property painted and in good repairs and in a neat and clean condition.

5.1.2. **TO** use all the said Unit, all the common portions carefully, peacefully and quietly and in the manner reasonably indicated therein the rules framed by the Association upon its formation from temporary injunction for the user thereof.

5.1.3 **TO** use the said Flat/Apartment for exclusively residential purposes.

5.1.4. **TO** Co-operate with the other co-owners and maintenance of the said building.

5.1.5 **TO** pay and bear the common expenses, maintenance charges and other outgoing and expenses proportionately alongwith other co-owners of the building.

5.1.6 **TO** abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the society and after the Holding organisation is incorporated to

comply with and/or to adhere to the building rules and regulations of such Holding Organisation.

5.1.7 **TO** observe the rules framed from time to time upon formation of the Association for quiet and peaceful enjoyment of the said building as a decent building.

5.1.8 **TO** pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building and/or common parts/areas and wholly for the said Unit/ Flat and/or to make deposits on account thereof, in the manner, mentioned herein and upon formation of the Association as the case may be. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Flat/ Unit has been taken or not by the PURCHASER.

**5.2. PURCHASER SHALL NOT DO ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS :**

5.2.1 **NOT TO** violate any of the rules and regulations laid down in respect of user of the building.

5.2.2. **NOT TO** injure, harm or damage the common portions of any other units in the building by making any additions or alterations or without drawing any support or otherwise.

5.2.3. **NOT TO** alter any other elevation of the said unit or the building otherwise than in the manner as may be agreed in writing with the Association.

5.2.4. **NOT TO** throw dirt, rubbish or other refuse or permit the fixtures thereof including windows, doors, floors etc., in any manner.

5.2.6 **NOT TO** hang from or attach to beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

5.2.7 **NOT TO** do or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

5.2.8 **NOT TO** damage or demolish or cause to be damaged or demolished the Flat or any part thereof at any time or at the fittings and fixtures affixed thereto.

5.2.9 **NOT TO** close or permit the closing of verandah or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs, lunge or any external

walls or the fences of the external doors and windows, including grills of the said Unit which in the opinion of the Vendor differs from the colour scheme of the building or deviation of which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the building.

5.2.10 **NOT TO** install grills the design of which have not been suggested approved by the Architect.

5.2.11 **NOT TO** make in the said Flat any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the gram panchyet and/or any other concerned authority.

5.2.12 **NOT TO** use the said Flat or permit the same be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or the Vendor and occupiers of the neighbouring Premises or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities whatsoever.

5.2.13 **NOT TO** Sub-divide the said Flat and/or any portion thereof.

5.2.14. **NOT TO** sell let out and/or assign the flat to objectionable persons.

5.2.15 **NOT TO** keep any pet animals in the flat.

In the event of non payment of maintenance charges and such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Vendor and/or Association, the Vendor and/or the Association shall be entitled to and the PURCHASER hereby consents to the:

- (i) To discontinue the supply of electricity.
- (ii) To discontinued/ disconnect the supply of water.
- (m) To withhold the services of lifts to the PURCHASER and the members of her families and visitors and the same shall not be restored until such time the PURCHASER having made full payment of the amounts due with interest at the aforesaid rate.
- (iv) No security services will be provided to any of the PURCHASER/Members of the Association of the building who failed to pay the maintenance charges in time.



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

**SIGNED, SEALED AND DELIVERED**

by the abovenamed **VENDOR** at  
Kolkata in the presence of :

1.

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**LIM REAL ESTATE PRIVATE  
LIMITED  
SIGNATURE OF THE VENDOR**

2.

**SIGNED, SEALED AND ACCEPTED**

by the abovenamed **PURCHASER** at  
Kolkata in the presence of :

1.

---

**SIGNATURE OF THE PURCHASER**

2.

**Drafted by me:**

**(AJAY SANKAR SANYAL)**

Advocate  
High Court, Calcutta  
8, Old Post Office Street,  
Ground Floor, Kolkata-700 001  
Enrollment No.F-418/389/1989

**MEMO OF CONSIDERATION**

**RECEIVED** within mentioned sum of **Rs...../-**  
**(Rupees .....)** **only** being the full  
 consideration for the sale of the **SECOND SCHEDULE** property  
 from the within named PURCHASER in the following :

**MEMO**

Date	Cheque No.	Bank	Amount (Rs.)
		<b>Total-</b>	

**(Rupees .....)** **only**

**WITNESSES:**

1.

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**LIM REAL ESTATE PRIVATE  
 LIMITED SIGNATURE OF THE  
 VENDOR**

2.