

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the day of
TWO THOUSAND AND TWENTY THREE (2023)

-BETWEEN –

PCS FORMS PRIVATE LIMITED (CINU51109WB1997PTC084685) and **(PAN AACCP8140P)**, a Company within the meaning of the Companies Act, 2013 and having its registered office at 58, Metcalfe Street, 2nd Floor, Unit No.2C, Post Office-Dharmatala, Police Station- Bowbazar, Kolkata-700013, ***represented by MR. BALKISHAN GOEL (PAN : ADMPG4785B)***, son of Late Onkarmal Goel, by faith-Hindu, by occupation-Business, residing at Tulsi Dham, Flat No.4EF, 4th FLOOR, 48/7, Jessore Road, Bangur, Post Office - Bangur, Police Station - Lake Town, Kolkata - 700055 being the *Authorised Signatory of its Constituted Attorney*, M/S. RAJLAKSHMI MARKETING PVT. LTD nominated and constituted by Power of Attorney dated 29.06.2018 registered with the office of Additional Registrar of Assurance III, Kolkata and recorded in Book No.IV, Volume no.1903-2018, Pages 111608 to 111635, Being no. 190303859 for the year 2018, hereinafter referred to as "the **OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRSTPART.**

AND

M/S. RAJLAKSHMI MARKETING PVT LTD.,CINU51909WB2008PTC123327) and **(PAN AAECR0256J)**, a company within the meaning of the Companies Act, 2013 and having its registered office at JJ House, Block-A, 829/A, Lake Town, Post Office-Laketown, Police Station- Laketown, Kolkata-700089, ***represented by Authorised Signatory MR. BALKISHAN GOEL (PAN : ADMPG4785B)***, son of Late Onkarmal Goel, by faith-Hindu, by occupation-Business, residing at Tulsi Dham, Flat No.4EF, 4th FLOOR, 48/7, Jessore Road, Bangur, Post Office - Bangur, Police Station - Lake Town, Kolkata - 700055 being the hereinafter referred to as "the **PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART:**

AND

..... **(PAN:**), son /wife of by faith-
....., by occupation –, by Nationality – Indian, residing at
....., Post Office-....., Police Station-....., Pin-
..... hereinafter called and referred to as the '**PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

WHEREAS:

- A.** One Promod Chandra Sirkar was the absolute owner of All That the old two storied brick built messuages, tenement or dwelling house together with the piece and parcel of partly Mukarari partly Raiyat Sthitiban land both partly

Bagan and Pond, in permanent transferable hereditible rights belonging to and on part thereof, the same have been erected and built also together with other old brick built structure with tiled roofs containing by estimation an area of 3 Bighas 6 Cottahs 14 Chittacks 31 Square Feet, be the same a little more or less comprised in Touzi No.146, J.L. No. 45, Mouza Doharia, Village Madhyamgram, Police Station and S.R.O. Barasat in the District of the then 24 Parganas consisting of the following C.S. Plots and Khatian :

- a) Portion of Cadastral Survey Plot No. 717, Khatian No. 542 thereafter recorded in the next settlement as R.S. Plot No. 717, Jamabandi (Parcha) No. 275, in Khatian No. 542 with Rayati Mocarari interest;
- b) C.S. Plot No. 718 and portion of S.S. Plot No. 716 under Khatian No. 237 thereafter recorded in the next settlement as R.S. Plot Nos. 716 and 718, Jamabandi (Karcha) No.618, in Khatian No. 839.

B. While seized and possessed of the said entire land, the said Promod Chandra Sirkar sold, transferred and conveyed the said entire land and the said old building together with other structures situated thereat unto and in favour of Smt Alok Rani Mitra by a Deed of Conveyance dated 6th July, 1961 duly registered before the Office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.81, Pages 1 to 8, Being No. 7364 for the year 1961, against consideration and absolutely and forever.

C. While seized and possessed of the said entire land the said Smt Alok Rani Mitra, by an Indenture of Conveyance dated 7th September, 1981 registered with the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.367, Pages from 93 to 101, Being No.7698 for the year 1981 duly sold, transferred and conveyed a portion of the said property measuring about 1 Bigha 2 Cottahs 5 Chittacks, be the same a little more or less out of the said entire land together with said two storied old brick built building and some other brick built structures with tiled roofs thereat and undivided share and or rights in the strip of land measuring 11 Cottahs as private and common passage in between the two portions of the said property unto and in favour of Smt Krishna Dutta, wife of Sri Alok Kumar Dutta, at and for consideration as mentioned therein absolutely and forever.

D. By another Indenture of Conveyance dated 07th September, 1981 registered with the Office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No. 346, Pages from 254 to 264, Being No. 7601 for the year 1981, the said Smt Alok Rani Mitra duly sold, transferred and conveyed the

remaining portion of the said property measuring about 1 Bigha 13 Cottahs 1 Chittack 8 Square feet be the same a little more or less together with said old brick built structures having tiled roof and undivided share and or rights in the strip of land measuring 11 Cottahs as private and common passage in between the two portion of the said property to Sri Alope Kumar Dutta at and for the consideration as mentioned therein, against consideration absolutely and forever.

- E.** Thus by the above said purchases the said Sri Alope Kumar Dutta and Smt Krishna Dutta became absolute owners of the said property being All That piece and parcel of land measuring more or less 55 Cottahs 7 Chittacks and 13 Sq.ft. together with undivided right over the common passage measuring 11 Cottah, totaling 3 Bihās 6 Cottahs 14 Chittacks and 31 Sq.ft. comprised in C.S. Plot Nos. 716, 717 and 718, J.L. No.45, Touzi No. 146, Mouza Doharia, Police Station – Madhyamgram and having seized and possessed of mutated their names with the records of the Madhyamgram Municipality as owner thereof and the Municipality separately assessed/renumbered their respective portions of the said property as Municipal Holding Nos. 378 and 378/1, Jessore Road (South), East Bankimpally, Police Station- Madhyamgram, Ward No. 10, Madhyamgram Municipality, District- North 24 Parganas.
- F.** By a Deed of Conveyance dated 3rd September, 2007 and registered with the Office of the Additional District Sub Registrar, Barasat, North 24 Parganas, recorded in Book No.I, C D Volume No.2, Pages from 13328 to 13351, Being No. 03341 for the year 2007, the said owner Smt Krishna Dutta and Sri Alope Kumar Dutta jointly referred therein as Vendors of First Part, PCS Forms Private Limited, therein referred to as the Purchaser of the Second Part and One Sri Kailash Ghosh therein referred to as the Confirming Party of the Third Part, the said Vendors Smt Krishna Dutta and Sri Alope Kumar Dutta, in concurrence and agreement of the said confirming part, duly sold, transferred and conveyed the said property being All That piece and parcel of land measuring more or less 55 Cottahs 7 Chittacks and 13 Sq.ft. together with undivided right over the common passage measuring 11 Cottahs totaling 3 Bighas 6 Cottahs 14 Chittacks and 31 Sq.ft. comprised in C.S. Plot Nos. 716, 717 and 718, J.L. No.45, Touzi No.146, Mouza – Doharia, Police Station Madhyamgram (hereinafter referred to as Plot A) unto and in favour of the said Purchaser against consideration absolutely and forever and free from all encumbrances.
- G.** The said erstwhile owner Pramod Chandra Sarkar by way of inheritance, also became an owner of a piece and parcel of Bagan land, measuring more or less 21 Cottahs 10 Chittacks and 14 Sq.ft. comprised in R.S. Dag No.716, lying and situated at Mouza – Doharia, J.L. No. 45, Touzi No.146, Police Station- Madhyamgram, District- North 24 Parganas.

- H.** While seized and possessed of the said land, the said Pramod Chandra Sarkar, executed a registered Deed of Lease dated 1st January, 1957, with Burma Shell Oil Storage and Distributing Company of India Ltd., thereby leasing out the said property initially for a period of 15 years with two renewals of 10 years each. The said lessee Burma Shell Oil Storage and Distributing Company of India Ltd., set up a Petrol Pump on the said property.
- I.** During the continuance of the said lease period, the said Lessor Pramod Chandra Sarkar died intestate on 17th December, 1968 leaving behind his wife Lily Sirkar, three sons namely Jayanta Kumar Sarkar, Ranjan Kumar Sarkar and Gautam Kumar Sarkar and only daughter Amita Mazumder, who succeeded to the estate of the said deceased jointly and equally.
- J.** Due to efflux of time, Jayanta Kumar Sarkar, Lily Sarkar and Amita Majumdar also died intestate and after their death Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar), Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amita Mazumder), being legal heirs of the said deceased persons became joint owners, each having their respective right and interest over the said property, according to their inheritance and succession.
- K.** After the expiry of the lease term of the said Lease Deed dated 1st January, 1957, the said Joint Owner instituted a title suit being T.S. No.37 of 2006, before the Ld. 1st Civil Judge (Sr. Division) at Barasat, against the said Lessee/occupier Bharat Petroleum Corporation Ltd., (formerly known as Burma Shell Oil Storage and Distributing Company of India Ltd.,) praying for passing of orders for eviction of the said occupier. The said suit on contest was decreed on 21.09.2012 in favour of the owners therein where the Ld. Judge directed the said occupier to evict the suit premises and handed over vacant possession of the same unto the Owners therein. The said occupier preferred an appeal before the Calcutta High Court being SAT No. 200 of 2014 with CAN 5347 of 2014, but upon hearing the said appeal was dismissed on 12.12.2014. After passing of the said orders, the said occupier handed over vacant peaceful possession of the said subjected property to the Owners therein.
- L.** By a Deed of Conveyance dated 30th January, 2017 being Deed No.584 of 2017, the said Owners Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar), Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amita Mazumder) duly sold, transferred and conveyed All That piece and parcel of land measuring 1 Cottah 8 Chittacks, being Plot –B, Mouza- Doharia, Police Station- Madhyamgram, C.S. Plot Nos. 716, J.L. No.45, Touzi No.146, now known as Holding No. 379, Jessore Road, East Bankimpally, Police Station- Madhyamgram, Ward No.10, Madhyamgram Municipality, District- North 24 Parganas (hereinafter referred to as Plot-B) out of the said plot of land, unto and in favour of P.C.S. Forms Private Limited, against consideration and absolutely and forever free from all encumbrances.

- M.** By a Deed of Conveyance dated 30th January, 2017 being Deed No.596 of 2017, the said owners Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar), Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amitra Mazumder) duly sold, transferred and conveyed All That piece and parcel of land measuring 1 Cottah 8 Chittacks being Plot-B, Mouza- Doharia, Police Station- Madhyamgram, C.S. Plot Nos. 716, J.L. No.45, Touzi No.146, now Known as Holding No. 379, Jessore Road, East Bankimpally, Police Station- Madhyamgram, Ward No.10, Madhyamgram Municipality, District- North 24 Parganas (hereinafter referred to as Plot-C) out of the said plot of land, unto and in favour of P.C.S. Forms Private Limited, against consideration absolutely and forever free from all encumbrances.
- N.** Thus, by the above said purchases, the said P.C.S Forms Private Limited became absolute owner of the said entire land comprised of Plot-A, Plot –B and Plot –C being All That piece and parcel of land measuring more or less 3 Bighas 9 Cottahs 14 Chittacks and 31 Sq.ft. comprised in C.S. Plot Nos. 716, 717 and 718, J.L. No.45, Touzi No.146, Mouza- Doharia, Police Station- Madhyamgram, District- North 24 Parganas and having seized and possessed of the said entire land mutated their name as with the records of the B.L. & L.R.O. as owner thereof.
- O.** While seized and possessed of P.C.S. Forms Private Limited applied for mutation (for a portion of land only) and amalgamation of the said holdings and the same is pending for final consideration by the Madhyamgram Municipality.
- P.** P.C.S. Forms Private Limited, had also mutated in the Record of Rights maintained by the prescribed authority under the West Bengal Land Reforms Act, 1955 as Raiyat thereof under L.R. Khatian No.1307 and since then the Owner herein is regularly paying land revenues and property tax for the same.
- Q.** As per the Parcha dated 23.06.2017, the entire property owned and held by the said owner P.C.S. Forms Pvt. Ltd. Ltd., is 116 Decimal = 70 Cottah 2 Chittacks (Approximate) and the said land is classified as Bagan (Plot No.716 measuring 13 Decimals) Bastu (Plot No.717 measuring 56 Decimals) and Pond (Plot No.718 measuring 47 Decimals).
- R.** In the event aforesaid P.C.S. Forms Private Limited, became absolutely seized and possessed of or otherwise well and sufficiently entitled to as absolute owner of All That piece and parcel of land containing as per record by estimation an area of 3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet (70 Cottahs 2 Chittacks) be the same a little more or less together with several old brick built building and some other brick built structures with tiled roofs erected thereat or in a part thereof situate lying at and being the Municipal Holding No.378 (Plot A) and 379 (Plot B & C), Jessore Road (South), within the limits of Ward No.20 of the Madhyamgram Municipality, comprised in L.R.Dag Nos. 716 (Portion), 717 and 718 (formerly comprised in R.S.Dag Nos. 716 (Portion), 717 and 718) under L.R. Khatian NO.1307, Mouza Doharia, Jurisdiction List NO.45, Police Station and Additional District Sub Registration Office at Barasat, in the District of North 24 Parganas (morefully and particularly described in the

FIRST SCHEDULE herein before written and hereinafter referred to as the **SAID PREMISES**).

- S.** The Owner/ Vendor and the Developer entered into a **Development Agreement** dated 21.06.2018 in respect of the Land measuring about **ALL THAT** the piece and parcel of land containing as per record by estimation an area of **3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet** (70 Cottah 2 Chittacks) be the same a little more or less, together with several old brick built building and some other brick built structure with tiled roofs erected thereat or in a part thereof situate lying at and being the **Municipal Holding No. 378 (Plot A) and 379 (Plot B & C), Jessore Road (South)**, within the limits of **Ward No.10 of the Madhyamgram Municipality**, comprised in **L.R. Dag Nos. 716 (portion), 717 and 718** formerly comprised in **R.S. Dag Nos. 716 (portion), 717 and 718** under **L.R. Khatian No.1307 of Mouza Doharia, Jurisdiction List No.45, Police Station** and Additional District Sub Registration Office at Barasat in the **District of North 24 Parganas**(hereinafter referred to as "Said Land"), being Development Agreement dated 21.06.2018 registered with the office of Additional Registrar of Assurance IV, Kolkata and recorded in Book No.I, Volume no.1904-2018, Pages 271528 to 271574, Being no.190406612 for the year 2018 and Power of Attorney dated 29.06.2018 registered with the office of Additional Registrar of Assurance III, Kolkata and recorded in Book No.IV, Volume no.1903-2018, Pages 111608 to 111635, Being no. 190303859 for the year 2018.
- T.** The land described in the First Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- U.** The Owner herein have mutated their name in the records and register of the Madhyamgram Municipality and has been paying the applicable rates and taxes without any default.
- V.** The Madhyamgram Municipality has granted sanction plan bearing No.....
- W.** The Madyamgram Municipality has granted the Commencement Certificate to develop the project vide approval dated **03.02.2022** bearing registration no/Plan no. **COM 126/MM/2021-22**.
- X.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata under registration no.
- Y.** The Developer herein named the Complex "**BHAWANI BANDHAN**" and the Complex has now popularly come to be known by the said name. The expression BHAWANI BANDHAN wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by Owner/ Developer herein thereon.

Z. During the course of construction the Developer invited offers for purchase of self contained residential ownership flats and the Purchasers herein offered to purchase **ALL THAT** piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring** **Sq.ft.**) and **one** **Parking** at the Project known as **"BHAWANI BANDHAN"** constructed on the premises as stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and particularly described in the **SECOND SCHEDULE** and hereinafter referred to as the **SAID FLAT**) at and for the consideration of **Rs...../- (Rupees**) **only** and the parties entered into an Agreement amongst themselves.

AA. The said Flat is now since completed and the Purchasers has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum of **Rs...../- (Rupees**) **only** paid by the Purchasers/s herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT** piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring** **Sq.ft.**) and **one** **Parking** at the Project known as **"BHAWANI BANDHAN"** constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now

chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Section A and Section B** of the **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

- 1) The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
- 2) The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 3) The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
- 4) The Purchaser/s' undivided proportionate interest is impartible in perpetuity.
- 5) The Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
- 6) The Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by,

from. under or in trust for the Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER/S COVENANT/S WITH THE DEVELOPERAS FOLLOWS:-

- 1) The Purchasers admits and accepts that the DEVELOPER and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- 2) The Purchaser has understood the concept, layout and scheme of BHAWANI BANDHAN to comprise of Blocks and that all facilities and amenities in all Blocks shall be jointly enjoyed by the purchaser of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Developer shall be permitted in perpetuity.
- 3) The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of FLAT AND/OR UNIT in the Complex and the Purchasers agree and covenants:
 - i. To Co-Operate With The Other Co-Purchaser/s and the **DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.
 - ii. **TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii. **TO ALLOW** the **DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
 - iv. **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 including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due

and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v. **TO DEPOSIT** the amounts reasonably required with the **DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi. **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii. **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii. **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- ix. **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x. **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi. **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii. **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- xiii. **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv. **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

- xv. **NOT TO** close or permit the closing of verandahs or lounges or balconies or 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, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi. **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- xvii. **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii. **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **DEVELOPER** subject to approval by the concerned authority.
- xix. **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **DEVELOPER** and/or any concerned authority.
- xx. **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.
- xxi. **NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.
- xxii. **NOT TO** raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

- xxiii. **NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.
- xxiv. **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxv. **NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- xxvi. **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **DEVELOPER** .
- xxvii. **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxviii. **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxix. **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- xxx. **NOT TO** claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Developer exercising its right to deal with the same
- xxxi. **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

- xxxii. To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- xxxiii. The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-
- (a) To park a Medium Sized Motor Car only.
 - (b) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
 - (c) not to keep in the car parking space, anything other than private motor car
 - (d) Not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
 - (e) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
 - (f) Not to claim any right whatsoever over and in respect of the Car parking spaces.
 - (g) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
 - (h) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
 - (i) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

ALL THAT the piece and parcel of land containing as per record by estimation an area of **3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet** (70 Cottah 2 Chittacks) be the same a little more or less, together with several old brick built building and some other brick built structure with tiled roofs erected thereat or in a part thereof situate lying at and being the **Municipal Holding No.** amalgamated plot No 378 { earlier **378 (Plot A) and 379 (Plot B & C), Jessore Road (South)**, comprised in **L.R. Dag Nos. 716) portion), 717 and 718** formerly comprised in **R.S. Dag Nos. 716 (portion), 717 and 718)** under. **Khatian No.1307** of **Mouza Doharia, Jurisdiction List No.45, Police Station** and Additional District Sub Registration Office at Barasat in the **District of North 24 Parganas** under **Ward No 20** of the **Madhyamgram Municipality.**

butted and bounded by:

- ON THE NORTH** : By the land of Association Porcelain Ltd.,
- ON THE SOUTH** : By the land of Charu Chandra Sarkar;
- ON THE EAST** : By Jessore Road and partly by Dag No.716 (P);
- ON THE WEST** : By the land of Associated Porcelain Ltd.,

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring** **Sq.ft.**) and **one** **Parking** at the Project known as "**BHAWANI BANDHAN**" constructed at or upon the land described in the FIRST SCHEDULE hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

(COMMON PARTS and PORTIONS)

SECTION A(COMMON PARTS and PORTIONS in the COMPLEX)

1. Lift in each block
2. Fire Fighting System
3. CCTV surveillance in lobby.
4. Intercom in each flat connected to the main security desk.
5. Community Hall
6. Gym
7. Staircase.

SECTION - B[Common installations in respect whereof only right of user in common shall be granted as Service Area]

1. Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
2. Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.

3. Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
4. Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and deep tubewell [if any, allowed by the Corporation/JilaParishad/ Panchayat/ Local Authority] appurtenant to the Buildings.
5. Pumps and motors.
6. Fire fighting equipment.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of

the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.

9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

1. The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
2. The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **OWNER/VENDOR** at Kolkata
in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED

by the **PURCHASER/S** at Kolkata
in the presence of:

1.

2.

SIGNATURE OF THE PURCHAER/S

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the
presence of :

1.

2.

RECEIVED from the within named Purchasers the within mentioned sum of
Rs...../- (Rupees) only as per Memo below :-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank & Branch Name	Amount
		TOTAL	Rs...../-

(Rupees) only

SIGNATURE OF THE WITNESS

- 1.
- 2.

DEVELOPER