

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the day of
TWO THOUSAND AND TWENTY-THREE (2023).

-BETWEEN-

**(1) SMT. ITI DUTTA (PAN NO. BUPPD7517R) (AADHAR NO. 7325
9221 4412),** wife of Late Kamal Dutta, by faith-Hindu, by
occupation- Service, by Nationality-Indian,

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(1A) SMT. KOYENKA DUTTA (PAN NO. ELPPD7728L) (AADHAR NO. 3330 8159 5539), daughter of Late Kamal Dutta, by faith-Hindu, by occupation-Student, by Nationality-Indian, **(2) SRI. MALAY DUTTA (PAN NO. FFMPD8943D) (AADHAR NO. 8837 0227 1833)**, son of Late Ashutosh Dutta, by faith-Hindu, by occupation-Service, by Nationality-Indian, **(3) SRI. SHYAMAL DUTTA (PAN NO. AIJPD1894J) (AADHAR NO. 3298 5484 1789)**, son of Late Ashutosh Dutta, by faith-Hindu, by occupation-Service, by Nationality-Indian **(4) SMT. RITA SUR (PAN NO. FMBPS0994F) (AADHAR NO. 9916 0023 4296)**, wife of Ratan Sur, by faith-Hindu, by occupation-Service, by Nationality-Indian, all are residing at 63, P. K. Guha Lane, P.S.- Dum Dum, P.O.- Dum Dum, Kolkata-700028, District North 24 Parganas, West Bengal, **(5)SRI. SANKAR PRASAD DEY (PAN NO. ANKPD1195L) (AADHAR NO. 6205 2989 1781)**, son of Late Upendra Kumar Dey, by faith- Hindu, by occupation- Retired Person, by Nationality-Indian residing at 57/6, P. K. Guha Lane, P.O. & P.S.- Dum Dum, Kolkata-700028, District- North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**. The OWNERS are represented by their **Constituted Attorney** namely "**MAA MANASA CONSTRUCTION**" a proprietorship Firm having its registered office at 57/S-8, P.K. Guha Lane, P.S. Dum Dum, Kolkata-700028, represented by its proprietor **SRI. UJJAL DATTA (PAN AGUPD7242D) (AADHAR NO. 6929 4863 3826)** son of Late Santi PadaDatta, by faith-Hindu, by by Occupation-Business, Nationality-Indian, residing at 57, P.K. Guha Lane, P.O. & P.S. Dum Dum, Kolkata-700028, District- North 24 Parganas, West Bengal, by virtue of several registered Development Power of Attorney (After registered Development Agreement) which are as follows:

1. Development Power of Attorney (After registered Development Agreement), dated 16th day of February, 2022, which was duly

registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2022, Pages from 142808 to 142837, being No. 150602319 for the year 2022.

2. Development Power of Attorney (After registered Development Agreement), dated 21st day of February, 2022, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506 - 2022, Pages from 152500 to 152518, being No. 150602590 for the year 2022.

AND

MAA MANASA CONSTRUCTION" a proprietorship Firm having its registered office at 57/S-8, P.K. Guha Lane, P.S. Dum Dum, Kolkata-700028, represented by its proprietor **SRI. UJJAL DATTA (PAN AGUPD7242D) (AADHAR NO. 6929 4863 3826)** son of Late Santi PadaDatta, by faith-Hindu, by Occupation-Business, Nationality-Indian, residing at 57, P.K. Guha Lane, P.O. & P.S. Dum Dum, Kolkata-700028, District- North 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

_____, [**PAN No.** _____], [**AADHAAR No.** _____] son of _____, by faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, District - _____, hereinafter called the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS:-**PART – I**

- A) One Nanda Kishore Mallick was the owner of land measuring 5 Cottahs 2 Chittacks 7 Sq. ft. more or less with other land at Mouza-Digla, P.S. Dum Dum, District-North 24 Parganas, R.S. Dag No. 413/441, 433, R.S.- Khatian No. 315 and his name was recorded in the Revisional Settlement Records.
- B) Sri. Nanda Kishore Mallick while seized and possessed of the said land he died intestate leaving behind his wife Smt. TaruBalaMallick and one son Sri. Radha Raman Mallick to inherit the property left by him.
- C) Sri. Radha Raman Mallick and Smt. TaruBalaMallick by a registered Deed of Conveyance, dated 14.10.1980, registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. I, being No. 7925 for the year 1980, sold and transferred land area measuring 5 Cottahs 2 Chittacks 7 Sq ft. more or less to Sri Ashutosh Dutta.
- D) Sri Ashutosh Dutta mutated his name in the records of Dum Dum Municipality being Municipal Holding No. 63, P. K. Guha Lane, Ward No. 10.
- E) In the L.R. Settlement Records his name was recorded in the L.R. Khatian No. 4540 and L.R. Dag No. 413/441, land area 0848 decimal instead of R.S. Dag No. 413/441 and R.S. Dag No. 433.
- F) Sri. AshutoshDatta while seized and possessed of the said land he died on 08.11.2017 leaving behind his wife KalyaniDatta and three sons Sri. Kamal Dutta, Sri. Malay Dutta, Sri. Shyamal Dutta and one daughter Smt. Rita Sur to inherit the property left by him and his wife.

- G) Sri Kamal Dutta died intestate on 26.05.2020 leaving behind his wife Smt. Iti Dutta and one daughter Koyenka Dutta to inherit the property left by him.
- H) Smt. Kalyani Dutta died intestate on 16.12.2020. leaving behind her two sons Sri Malay Dutta, Sri Shyamal Dutta one daughter Smt. Rita Sur one grand-daughter Koyenka Dutta and her son's wife Smt. Iti Dutta to inherit the property left by her.
- I) Therefore, Smt. Iti Dutta, Koyenka Dutta, Sri Malay Dutta, Sri Shyamal Dutta, Smt. Rita Sur jointly seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring 5 Cottahs 2 Chittacks 7 Sq. Ft. more or less at Mouza-Digla, P.S. Dum Dum, District North 24 Parganas, comprised under Dag No. 413/441, and 433 R.S. Khatian No. 315, L.R. Khatian No. 4540, L.R. Dag No. 413/441, Municipal Holding No. 63, P.K. Guha Lane, Ward No. 10, under Dum Dum Municipality.
- J) The Owners No. 1 to 4 herein are desirous to develop the said property and to construct a multi storied building with lift facility after demolishing of existing structure on the said property but could not do it themselves and the developer herein knowing the intention of the owners and approached the said owners to authorize them to develop the said property and accordingly the Owners No. 1 to 4 jointly and the Developer herein have entered into a registered Development Agreement dated 16th day of February, 2022, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District-North 24 Parganas and recorded in Book No. I, Volume No. 1506-2022, Pages from 142769 to 142807, being No. 150602301 for the year 2022, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
- K) Thereafter, the owners no. 1 to 4 herein jointly executed and registered a Development Power of Attorney (After registered

Development Agreement), dated 16th day of February, 2022, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2022, Pages from 142808 to 142837, being No. 150602319 for the year 2022, in favour of the developer herein with certain terms and conditions as mentioned therein.

PART – II

- L) One Nanda Kishore Mallick was the owner of land measuring 4 Cottahs 26 Sqft more or less with other land at Mouza- Digla, P.S. Dum Dum, District- North 24 Parganas, at Dag No. 420, 413/441, Khatian No. 449, 315 acquired by way of purchase, by a registered Deed of Conveyance dated 17.07.1953 registered at the office of District Registrar Alipore recorded in Book No. 1. Volume No. 60, Pages 213 to 226, Being No. 2873 for the year 1953.
- M) Sri Nanda Kishore Mallick while seized and possessed the said land died intestate leaving behind his wife Smt. TaruBalaMallick and one son Sri Radha Raman Mallick to inherit the property left by him.
- N) Said Smt. TaruBalaMallick and Sri Radha Raman Mallick jointly by a registered Deed of Conveyance registered at the office of District Registrar Alipore recorded in Book No. I, Volume No. 56, Pages 22 to 26, Being No. 989 for the year 1967 sold and transferred the said land measuring 4 Cottahs 26 Sq.ft. more or less to Smt. Rani BalaBardhan.
- O) Smt. Rani BalaBardhan by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. 1, Volume No. 224, Pages 138 to 145, Being No. 8669 for the year 1983 sold and transferred the said land measuring 4 Cottahs 26' Sq ft. more or less to Smt. SuparnaKundu alias Suparna Mukherjee.
- P) SmtSuparnaKundu alias Suparna Mukherjee by a registered Deed of Conveyance executed on 07.02.1997 and registered on 11.02.1997

registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I. Volume No. 18, Pages 267 to 274, Being No. 759 for the year 1997 sold and transferred the said land to Smt. Durga Rani Kundu.

- Q) Smt. Durga Rani Kundu by a registered Deed of Conveyance executed on 17.08.2010 and registered on 18 08.2010, registered at the office of D.S.R.-I Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 16, Pages 4553 to 4565, Being No. 5283, for the year 2010, sold and transferred the said land measuring 4 Cottahs 26 Sq ft. more or less to Sri. Shankar Prasad Dey, being the owner no. 5 herein.
- R) Sri Shankar Prasad Dey mutated his name in the records of Dum Dum Municipality Being Municipal Holding No. 126, P. K. Guha Lane, Ward No. 10 under Dum Dum Municipality.
- S) Sri Shankar Prasad Dey the owner no. 5, herein is seized and possessed of and sufficiently entitled to all that piece and parcel of land measuring 4 Cottahs 0 Chittacks 26 Sq ft. more or less together with Kancha structure measuring 100 Sq ft. more or less, at Mouza-Digla, P.S.- Dum Dum, at Dag No. 420, 413/441, Khatian No. 449, 315 but as per physical possession land measuring 4 Cottahs 0 Chittack 26 Sqft more or less at Mouza-Digla, Dag No. 413/441, R.S. Khatian No. 449, L.R. Khatian No. 3511, Municipal Holding No. 126, P. K. Guha Lane, Ward No. 10, under Dum Dum Municipality.
- T) The owner No. 5 herein is desirous to develop the said property and to construct a multi storied building with lift facility after demolishing of existing structure on the said property but could not do it themselves and the developer herein knowing the intention of the owner and approached the said owner to authorize them to develop the said property and accordingly the Owners No. 5 and the Developer herein have entered into a registered Development Agreement dated 21st day of February, 2022, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and

recorded in Book No. I, Volume No. 1506-2022, Pages from 153553 to 153580, being No. 150602574 for the year 2022, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.

- U) Thereafter, the owners no. 5 herein executed and registered a Development Power of Attorney (After registered Development Agreement), dated 21st day of February, 2022, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2022, Pages from 152500 to 152518, being No. 150602590 for the year 2022, in favour of the developer herein with certain terms and conditions as mentioned therein.
- V) For the purpose of development in respect of the aforesaid two holding numbers, said the owners herein amalgamated their respective holding numbers into a single holding number and after amalgamation the area of land is 9 Cottah, 2 Chittack, 33 Sq. Ft. and thereafter they also mutated their names in the assessment records of the Dum Dum Municipality in respect of the abovementioned property as absolute lawful owners and the abovementioned property is assessed and re-numbered as Holding No. 63, P. K. Guha Lane, P.S. Dum Dum, Kolkata – 700 028, under Ward No. 10.
- W) Owners herein jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land total admeasuring 9 cottahs 2 chittack 33 sq. ft. along with structures standing thereon upon comprised in R.S. Dag No. 413/441, 433, corresponding to L.R. Dag No. 413/441 & 420, under R.S. Khatian Nos. 315 and 449, corresponding to L.R. Khatian Nos. 4540 & 3511, lying and situates in Mouza– Digla, J.L. No. 18, R.S. No. 161, Touzi No. 173, under Holding No. 63 P. K. Guha Lane, Ward No. 10 of Dum Dum Municipality, Police Station – Dum Dum, Pin Code- 700028, District– North 24 Parganas, West Bengal, hereinafter referred to as

- the “**said Premises**” and morefully described in the **First Schedule** hereunder written.
- X) The Owners herein have mutated their names in the records of the concerned authorities and has been paying the applicable rates and taxes without any default.
- Y) The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan No. **PWD/PLAN-G+V/205/2021-22, dated 30/12/2021**, approved by the **Dum Dum Municipality** consisting of several self-contained finished flats/apartments and car parking spaces in respect of the project known as “_____”.
- Z) The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on _____ under registration no. _____**.
- AA) While in the course of construction the Developer invited offers for purchase of self-contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase **ALL THAT** piece and parcel of the **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block _____**, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (_____) **Square Feet** more or less, appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No. _____**.

_____, situate at the _____ of the building, containing by estimation an area of ____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring tiles, at the Project known as “_____”, hereinafter referred to as the said “**FLAT AND/OR UNIT**” more particularly described in the **Second Schedule** hereunder written, 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 at and the consideration of the said Flat **Rs. ____ (Rupees _____) only** along with Covered Car parking space consideration of **Rs. ____ (Rupees _____) only**. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs. ____ (Rupees _____) only**.

BB) The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs. ____ (Rupees _____) only** paid by the Purchasers 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 Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unit purchase **ALL THAT** the piece and parcel of **APARTMENT NO.**

____, on the _____ **Floor** of the building being **Block** _____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (_____) **Square Feet** more or less, appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of (____) **Bed Rooms**, _____ (____) **Living/Dining Room**, _____ (____) **Kitchen**, _____ (____) **Toilets**, _____ (____) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No.** _____, situate at the Basement of the building, containing by estimation an area of _____ (_____) **Square Feet (Super Built Up Area)** more or less, flooring tiles, at the Project known as “_____”, 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 Owners and/or 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 Purchasers 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 Owners and/or Developer assure that The Purchasers 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 **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **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 **FOURTHSCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or 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 them or any of them.
2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or 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 Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or 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 Purchasers under the terms of this conveyance.
4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or 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 Purchasers 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 Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their 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 Purchasers have understood the concept, layout and scheme of “_____” to comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases “_____” which have been constructed or shall be constructed both shall jointly enjoyed the common amenities 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 adjacent 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 within the entire project of “_____”, for which Purchasers agrees and covenants:
- i) To Co-Operate with the other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Flat Owners in the Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR 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 **OWNERS AND/OR 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 **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Flat Owners. 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 **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Flat Owners 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 further 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 permits 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 **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- 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 **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR 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 **OWNERS AND/OR 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 as and when the Owners and/or Developer 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.
- xxii) 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 units and 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 Purchasers herein along with the other co-owners.

- xxiii) 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.
- xxiv) 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 **OWNERS AND/OR DEVELOPER**.
- xxv) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxvi) 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 Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxvii) NOT TO** claim partition of its undivided right, title and interest in

the land attributable to the said **FLAT AND/OR UNIT**.

- xxviii)** **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**.
- xxix)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- xxx)** The right of the Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers herein) the shall be as follows:-
- (i) To park a Medium Sized Motor Car only.
 - (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
 - (iii) not to keep in the car parking space, anything other than private motor car
 - (iv) Not raise or put up any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before.
 - (v) 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.
 - (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
 - (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
 - (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
 - (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:**DESCRIPTION OF THE SAID PREMISES**

ALL THAT piece and parcel of Bastu land admeasuring an area of **9(Nine) Cottahs 2(Two) Chittack 33(Thirty Three) Sq. Ft.** equivalent to **613.66(Six Hundred Thirteen Point Six Six) SQM** along with a G+ V storied building standing thereon, lying and situates under Mouza- Digla, J.L. No. 18, R. S. No. 161, Touzi No. 173, comprised under L.R. Dag No. 420 & 413/441, under L.R. Khatian Nos. 3511 and 4540, within the local limits of Dum Dum Municipality, Holding No. 63, P. K. Guha Lane, Police Station – Dum Dum, Kolkata- 700028, under the Jurisdiction of Additional District Sub Registrar Cossipore Dum Dum, District – North 24 Parganas, West Bengal, which is butted and bounded as follows:

ON THE NORTH : _____,
 ON THE SOUTH : _____,
 ON THE EAST : _____,
 ON THE WEST : _____.

THE SECOND SCHEDULE ABOVE REFERRED TO :**(THE SAID FLAT AND THE SAID CAR PARKING SPACE)**

ALL THAT piece and parcel of **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block _____**, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (**_____**) **Square Feet** more or less, appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of (**_____**) **Bed Rooms**, (**_____**) **Living/Dining Room**, (**_____**) **Kitchen**, (**_____**) **Toilets**, (**_____**) **Balconies**, along with One **Covered Car Parking space** being **Car**

Parking No. _____, situate at the Basement of the building, containing by estimation an area of ____ (_____) **Square Feet (Super Built Up Area)** more or less, flooring tiles, at the Project known as “ _____”, 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 as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS, FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift & lift wall, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.

5. COMMON FACILITIES AND AMENITIES:

1. Shall include corridors, hall ways passage, ways, common stair case, lift, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners along with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building replacing. decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc, as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights,

pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.

4. Transformer installation charges, if any, shall be borne by the flat owners proportionately.
5. Municipal and other taxes (both owner and occupiers) and other outgoing etc.
6. **INSURANCE** of the building against earthquake, fires any damages by natural calamities etc.
7. **ALL** electricity charges payable in common for the said building.

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 **OWNERS, DEVELOPER, and**
PURCHASERS at Kolkata in the
presence of:

WITNESS:

1.

**AS THE CONSTITUTED ATTORNEY
HOLDER SIGNATURE OF THE OWNERS**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted and prepared by me:

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum **Rs.**
_____ (Rupees _____) only by way of total consideration money as per
 Memo below:-

MEMORANDUM OF CONSIDERATION

Sl. No.	Date	Cheque No.	Bank	Amount (in Rs.)
1				
2				
3				
4				
	TOTAL			_____/-

(Rupees _____) only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.