

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of , **2024.**

BETWEEN

FOR MERIT CONSTRUCTION AND DEVELOPERS

Jaganmohu Biswas

Partner

(1) **RITA GHOSH**, wife of Late Bidyut Kumar Ghosh by occupation — Housewife, (2) **DEBAJYOTI_GHOSH**, son of Late Bidyut Kumar Ghosh by occupation — Service (3) **PRARTHANA GHOSH**, wife of Santanu Gurey and daughter of Late Bidyut Kumar Ghosh by occupation—Housewife (4) **RITA PAIN** wife of Late Pranab Kumar Pain and daughter of Late Kamal Kumar Ghosh by occupation — Housewife,(5) **SHYAMAL KUMAR GHOSH, @ GHOSE**, son of Late Bimal Kumar Ghosh by occupation Business (6) **RINA GHOSH**, wife of Late Uttam Ghosh by Occupation Housewife (7) **HENA GHOSH**, wife of Asoke Kumar Ghosh and both daughters of Late Bimal Kumar Ghosh by occupation — Housewife, all by faith Hindu, by Nationality Indian, all are residing at 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata- 700010, represented by their Attorney **M/'S. MERIT CONSTRUCTION AND DEVELOPERS**, having office at 65, Raja Rajendra Lal Mitra Road, presently 36, Latafat Hossain Lane, Post K.G. Bose Sarani and Police Station -Beliaghata, Kolkata - 700085 represented by its' Partners (1) **DEBABRATA BISWAS** son of Tapan Biswas of 54/B, Raja Rajendra Lal Mitra Road, Post K.G. Bose Sarani and Police Station Beliaghata Kolkata:- 700085 (2) **GOPAL CHANDRA GHANDA**, son of Dulal Chandra Chanda of 58A, Raja Rajendra Lal Mitra Road, P.O. K.G Bose Sarani and Police Station Beliaghata Kolkata: 700085 (3) **RAJU CHANDRA**, son of Sri Kartick Chandra, by Faith Hindu, By Nationality Indian residing at 129/2A, Raja Rajendra Lal Mitra Road, Post K.G. Bose Sarani and Police Station Beliaghata Kolkata:- 700085 (4) **JAGANNATH BISWAS** son of Late Kartick Chandra Biswas, residing at 36, Latafat Hossain Lane, Post K.G. Bose Sarani and Police Station -Beliaghata, Kolkata - 700085, all are by faith Hindu by Occupation Business, by Nationality Indian hereinafter called and referred as the "**OWNERS**" (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/S. MERIT CONSTRUCTION AND DEVELOPERS, having office at 65, Raja Rajendra Lal Mitra Road, presently 36, Latafat Hossain Lane Post office K G Bose Sarani and Police Station Beliaghata Kolkata:- 700085 presently represented by its' Partners **(1) DEBABRATA BISWAS (PAN BLFPB0332P, AADHAAR NO. 5483 7087 7408)** son of Tapan Biswas of 54/B, Raja Rajendra Lal Mitra Road, Post K.G. Bose Sarani and Police Station Beliaghata Kolkata:- 700085 **(2) GOPAL CHANDRA GHANDA, PAN ABZPC533J, AADHAAR NO. 3566-6524-779)** son of Duttal Chandra Chanda of 58A, Raja Rajendra Lal Mitra Road, P.O. K.G Bose Sarani and Police Station Beliaghata Kolkata: 700085 **(3) RAJU CHANDRA, (PAN-ALBPC3510H, AADHAAR NO.3835 4908 1426)** son of Sri Kartick Chandra, by Faith Hindu, By Nationality Indian residing at 129/2A, Raja Rajendra Lal Mitra Road, Post K.G. Bose Sarani and Police Station Beliaghata Kolkata:- 700085 **(4) JAGANNATH BISWAS (PAN AEEPB 2369H, AADHAAR NO.6073 0822 4567)** son of Late Kartick Chandra Biswas, residing at 36, Latafat Hossain Lane, Post K.G. Bose Sarani and Police Station -Beliaghata, Kolkata - 700085, all are by faith Hindu by Occupation Business, by Nationality Indian hereinafter called and referred to as the "**DEVELOPERS**" (which expression shall, unless repugnant to the context or otherwise be deemed to mean and include his heir(s) and/or successors(s) and/or administrator(s) and/or assign and/or successors in office) hereinafter called the party of the **SECOND PART**.

AND

....., (**PAN**) son of, by faith Hindu, by occupation by Nationality Indian, residing at premises No., Post Office Police Station Kolkata:-called and referred to as the **PURCHASER**, (which terms and expression shall unless excluded by or repugnant to the context shall be deemed to mean to their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one **Gopal Chandra Ghosh** the father of **Rakhal Chandra Ghosh** (since deceased) has been the rayat, who was governed by Dayabhaga School of Hindu Law and seized and possessed of and well sufficiently entitled to a dwelling house, brick built, measuring and hereditaments, tenements in respect of landed property measuring 3 Cottahs 14 Chittacks 0 sq. ft. (more or less) presently premises No. 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata:- 700010, during British rule of pre independent period of undivided India.

AND WHEREAS the said Rakhal Chandra Ghosh died and his pre-deceased wife leaving behind their only son **Pashupati Charan Ghosh @ Pashupati Ghose** who devolved upon the schedule property measuring 3 Cottahs 14 Chittacks 0 sq. ft. (more or less) presently premises No. 139, Raja Rajendra Lal Mitra Road, Kolkata:- 700010 the Schedule hereunder.

AND WHEREAS the said Pashupati Charan Ghosh @ Pashupati Ghose during the course of enjoyment and living in respect of his residential Unit, heavenly adobe on 28/09/1962 leaving behind his two sons namely **Kamal Kumar Ghosh & Bimal Kumar Ghosh** and executed a "WILL" which has been duly probated under

Act. 39 being Case No. 1, of 1963 before the District Delegate court at Alipore, became absolute lawful Owners in respect of landed property measuring 3 Cottahs 14 Chittacks 0 sq. ft. (more or less) presently premises No. 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata:- 700010 by virtue of the said WILL since probated.

AND WHEREAS a partition Suit No 162 of 2013 has been cropped up before the Ld Civil Judge (Senior Judge) at Sealdah District 24 parganas (South) by and between the Co-Sharers in respect in respect of landed property measuring 3 Cottahs 14 Chittacks 0 sq. ft. (more or less) presently premises No. 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata: - 700010 ; subsequently the said Co-Sharers disposed of on 01.12.2023 which is binding upon the Co-Sharers.

AND WHEREAS the said Kamal Kumar Ghosh son of Late Pashupati Charan Ghosh died intestate on 05.11.2001 leaving behind his wife **Archana Ghosh two sons Dipak Kumar Ghosh and Bidyut Kumar Ghosh @ Bidyut Ghosh and one married daughter Rita Pain** having undivided 1/4th share each as legal heirs and successors in respect of 3 Cottahs 14 Chittacks 0 sq. ft (more or less), thereafter the said Archana Ghosh died intestate on 04.03.2004, Hence the said undivided 1/4 th share devolved upon her sons and daughter accordingly i.e. 1/3th share each. The said Dipak Kumar Ghosh died intestate on 16.01.2005 as bachelor and as such the said 1/3rd share devolved upon his brother Bidyut Kumar Ghosh @ Bidyut Ghosh and one sister Rita Pain as joint absolute owners having 1/2 share + 1/2 share each out of 1/2 share of Kamal Kumr Ghosh (since deceased).

AND WHEREAS the said Bidyut Kumar Ghosh @ Bidyut Ghosh died intestate on 21.11.2018 leaving behind his wife **Rita Ghosh one son Debajyoti Ghosh and one married daughter Prarthana Ghosh** having 1/3rd share each of 1/2 share as legal heirs and successors in respect of schedule property. Hence Rita

Ghosh, Debajyoti Ghosh, Prarthana Ghosh, and Rita Pain alias Pain as joint owners in respect of the schedule property. Be it mentioned here categorically and empathetically that Rita Pain has become 1/2 Share of the impugned lot 'A' property and the remaining 1/2 share shall be entitled to Rita Ghosh, Debajyoti Ghosh and Prarthana Ghosh respectively.

AND WHEREAS the said Bimal Kumar Ghosh son of Late Pashupati Charan Ghosh died intestate on 17.11.1981 leaving behind his wife Pratima Ghosh one son Shyamal Kumar Ghosh @ Ghose and two married daughter Rina Ghosh and Hena Ghosh having 1/4th share each as legal heirs and successors in respect of schedule property. Thereafter Pratima Ghosh died intestate on 21.05.2016 as such her share devolved upon the aforesaid heirs and successors namely Shyamal Kumar Ghosh @ Ghose and two married daughter Rina Ghosh and Hena Ghosh having 1/3 share equally out of 1/2 Share of Bimal Kumar Ghosh (since deceased). Hence Rita Ghosh, Debajyoti Ghosh, Prarthana Ghosh, and Rita Pain and on the other part Shyamal Kumar Ghosh @ Ghose and two married daughter Rina Ghosh and Hena Ghosh being the joint owners proportionately in respect of the schedule property of the impugned lot "B' property.

AND WHEREAS the said property has been mutated being Premises No. 139, Raja Rajendra Lal Mitra Road, Being Assessee No 11035190 1032 Kolkata 700010 and enjoying peacefully therein.

AND WHEREAS the said Owners namely entered into Development Agreement dated 15th December 2022 entered in Book No. I, Volume 1603-2022 Pages from 10803 to 10847 Being No. 1603-19348 for the year 2022 and Development Power of Attorney 15th December 2022 entered in Book No. I, Volume 1603-2022 Pages from 12877 to 12901 Being No. 1603-19354 for the year 2022 both registered with D.S.R. III, Alipore District 24 Parganas (South) with **M/S. MERIT CONSTRUCTION AND DEVELOPERS**, having office at 65, Raja Rajendra Lal Mitra Road, Post office K G

Bose Sarani and Police Station Beliaghata Kolkata:- 700085 Developer/Confirming Party herein for constructing a new multistoried building on the said plot of land, under certain terms and conditions more fully described therein.

AND WHEREAS the Purchaser(s) has/have approached the **Developer**, to purchase the one self contained residential**BHK. Flat being No. '.....'** **measuring sq.ft. (more or less) Super Built up Area, on Floor, side, AND Car parking space No measuring sq.ft. (more or less) Super Built up Area floor with common lift facility in the newly constructed building along with all easement rights attached thereto with common area and facilities described in the First Schedule hereinabove written at a consideration of Rs...../- Rupees (.....) only and Rs...../- Rupees (.....) only total consideration of Rs...../- Rupees (.....) only in the said building** to be constructed upon the schedule more fully described in the First Schedule hereunder written inclusively of the proportionate area governed by the staircase, lobby, etc, fully described in the Third Schedule hereunto written, subject to the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement for Sale the total consideration price **Rs./- Rupees (.....) only** paid by the Purchaser(s) to the Vendors/Owners through Developer/Confirming Party in terms of the said agreement on or before the execution of these presents (the receipt whereof the Developer/Confirming Party and Vendors doth hereby as well as by the receipt hereunder written admit and acknowledge) the Vendors and the Developer doth hereby acquit discharge for ever release and exonerate the Purchaser(s) and the Vendors doth hereby sell, grant, convey transfer and assign **(according to Section 54 of Transfer of Property Act**

1882) and the Developer hereby confirm unto the Purchaser(s) free from all encumbrances one **BHK Flat being No. '.....', measuringsq.ft. (more or less) Super Built up Area on, side** in the New Building categorically described in the **Second Schedule**, hereunder written **TOGETHER WITH** undivided interest and share in the stair, roof, drains and in the common areas and facilities to the Purchaser(s)/Ownership basis with the right of user of common passage and open space in the Ground floor and as well as right of user overhead tanks, roof, light, motor pump, benefits, privileges, easement and **ALL THAT** estate right title and interest claim and demand whatsoever of the Vendors and the Developer/confirming party into or part thereof **TOGETHER WITH** the benefits of all covenants relating to the said land or any part thereof **TO HAVE AND TO HOLD OWN POSSESS** his/their heirs, executors, administrators, representatives etc. and that **NOTWITHSTANDING** any act, deed or things hereto before done executed or knowingly suffered to the contrary Vendors and the Developer/confirming party is now lawfully seized and possessed of the said residential apartment free from all encumbrances attachments or defect in title whatsoever and that the Vendors and the Developer/confirming party have full power and absolute authority to sell the said residential complete flat in the manner aforesaid and the Purchaser(s) shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat and receive the rent issues and profits thereof and shall also be entitled to sell, mortgage, lease or otherwise alienate, transfer the said flat hereby conveyed without lawful interruption claim or demand whatsoever by the Vendors and the Developer/confirming party or any person lawfully or equitably claiming through him or their representatives and assigns covenant with the Purchaser(s) his/her/their heirs, executors, administrators and assigns to have and to hold harmless indemnify and keep indemnified the Purchaser(s) and their heirs, executors, administrators, assigns from or against all

encumbrances charges whatsoever. The Vendors and the Developer/confirming party and their successors claiming through or under them or in trust shall at all times hereafter at the request and costs of the Purchaser(s) or their successors do further acts deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said flat every part unto and to the use of the Purchaser(s).

II. THE VENDORS/DEVELOPER/OWNERS DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

- i) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter unto and to use and enjoy the properties hereby conveyed and every part thereof and to receive rents issues and profits thereof without any interruption, disturbance claim or demand whatsoever from the vendors or any person or persons claiming through under or in trust for the vendors unless otherwise expressly mentioned herein and free and cleared from and against all manner of encumbrances trusts and liens, attachments and liabilities whatsoever save only those as are expressly contained herein.
- ii) All the original Documents related to the building as well as property i.e. Title Deed, Site plan, Tax Bill, Other Papers should be kept under the custody of the vendors. The Purchasers shall be entitled to inspect such documents and papers and to the copies thereof subject to prior information. The Owner/Vendor/Developer shall be liable to produce the said documents before any court, K.M.C. tribunal or authority to prove the title of the property.

- iii) That the Owner/Vendor/Developer simultaneously with the execution and registration of this deed, shall handover peaceful vacant possession of the said **Flat** together with all of its amenities and fixtures, being the true intent and meaning of this Deed.
- iv) The Owner/Vendor/Developer shall not do anything or make any grant or terms whereby the rights of the purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchasers as the purchaser and as a co-owner hereunder.
- v) The Owner/Vendor/Developer doth hereby covenant with the Purchasers that the vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever and notwithstanding any act, deed or things whatsoever by the Owner done or executed or knowingly suffered to the contrary the vendors have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure the said demised flat along with undivided proportionate share in the land of the premises hereby granted, sold, conveyed, transferred, assigned or assured or expressed or intended so to be unto or to the use of the purchaser in the manner aforesaid according to the true intent and meaning of their presents free from all encumbrances without let, suit, hindrance, eviction, interruption, disturbances, claimant, claims or demands whatsoever from or by the owners and/or any person or persons lawfully or equitably claiming from under or in trust for the vendor as well as the Developer.
- vi) The First Part shall not allot/transfer and / or part with the frontage, passage leading to the stairways and on and above any service areas, namely, underground water reservoir, over head water tank, to any

outsider/third party in any way or in any manner and shall not hinder or encroach upon the lawful rights of the purchaser and all the flat owners will have their respective rights, liberties for free ingress egress, easements, appendages at all times and common rights to use staircase, water and common passage of the entrance/main gate.

- vii) The Owner/Vendor/Developer have completed all the works, in pursuance of the **“Agreement for sale”** datedmentioned therein executed amongst the parties and the Purchasers shall every right to claim or demand in future in respect of common areas which includes in the super built up area as per law of land.
- viii) And that free and clear and clearly and freely, absolutely, acquired, exonerated and released and discharged or otherwise by and at the cost of the owners well sufficiently saved, defended, kept harmless and identified of from and against all manners or defects in title, lispences, attachments and encumbrances, execution and liabilities whatsoever made or suffered by the Owners/Vendors/Developer or any person or persons lawfully or equitably claiming under or in trust from them or any of them there shall the Vendors and further that the Owners/Vendors/Developer having or lawfully or equitably claiming any right, title, interest, costs whatsoever in the said undivided proportionate share or any part thereof from things under in trust for the Vendors shall and will from time to time and at all things hereafter at the request and costs of the Purchasers make, do acknowledge and executed all such acts, deeds, matters and things whatsoever for further better and more particularly and effectually grandly and assuring unto and the use of the Purchasers as shall or may be reasonably required.

- xi) That there are no encumbrances, charges trusts, lien, attachments as demands whatsoever done by the vendor and or the confirming party now subsisting on the property and that the same is not the subject matter of any litigation or proceeding and has not been offered as security or otherwise to any court or revenue Authority and to any financial Institution.
- x) That the Owner/Vendor/Developer shall and will at all time hereafter indemnify and keep indemnified, save and harmless the purchaser against all defects in title to the said land with claims and demands whatsoever in respect of the said property hereby sold and conveyed and make good to the purchaser from all losses, damages, costs and expenses they may be obliged to incur by reason of any defects, flaw or deficiency in the title of the vendor to the said property or any mistake or deficiency in the title at the vendor on the extent description or other particulars at the said property.
- xi) That the Owners handed over possession of the schedule Flat on the date of execution of this presents and all the taxes, land revenue and other impositions payable in respect of the said property up to date at handing over possession of the said flat have been fully paid by the vendor and if any portion of such be found to have remain unpaid for the period up to that date the same shall be deemed to be the liability of the vendor/developer/owner/first part/one part and payable by them to the Purchasers.

(DEFINITION)

In this indenture the terms used herein shall, unless it be contrary and/or repugnant to the context have the following meaning:

1. **BUILDING** shall mean and include the G+III storied partly building as has been and/or constructed by the Vendor/Owner from time to time on the premises
2. **CO-OWNERS** shall according to its context mean all the Purchaser who own or have agreed to own units in the building as well as First part the vendor for the units owned by them if any.
3. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the co-owners for the maintenance, management, repairs and upkeep of the building including the common portions facilities and/or expenses of the co-owners for the common purposes including those mentioned in the schedules hereunder written.
4. **COMMON PORTIONS** shall mean and include all the common areas, erections, constructions and installations comprised in the building and mentioned in the fourth Schedule hereunder written and expressed or intended by the vendor for common use and enjoyment of the co-owners.
5. **COMMON PURPOSES** shall mean and include the purpose of managing and maintaining the up-keeping and administering said building and in particular the common portion areas and installations collection and disbursement of the common expenses and dealing with the matters of common interests of the co-owners and relating with the matters of common interests of the co-owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the building in common.

6. **COVERED AREA** shall mean the plinth area of the said unit including the bath rooms and also the thickness of the boundary walls, internal walls and pillars and also including a proportionate share of the plinth areas of the common portions PROVIDED THAT if any wall be common between two units then one-half of the area under such wall shall be included in each such unit.
7. **COMPANY** shall mean a limited company, Society, Association to be promoted by the Co-owners for the common purposes.
8. **PLANS** shall mean the plan drawings and specifications of the building and/or sanctioned by the Calcutta Municipal Corporation.
9. **THE PREMISES** shall mean the land comprised in premises No. 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata:- 700010 more fully described in the First schedule hereto and wherever the context so permits or intends shall include the building thereon.
10. **LAND SALE AGREEMENT** shall mean the agreement between the parties hereto for sale of the Undivided Proportionate share in the land.
11. **PRORATE OR PROPORTIONATELY** That each purchaser/s shall pay their respective share of rates and/or taxes to the Kolkata Municipal Corporation in respect of their areas mentioned in the Deed of Conveyances.
12. **PURCHASER** shall include its constitutions, if any for the time being the respective successors in interest and/or legal representatives and/or assigns.
13. **UNDIVIDED** share shall mean the undivided proportionate share in the land comprised in the premises and the common portions held by and/or hereby sold to the purchaser and also whether the context permits:-
 - a) The respective undivided proportionate share of the co-owners and/or;

- b) The said Unit;
- 14.(a) **UNITS** shall mean the portions constructed in the buildings as has been and/or constructed from time to time and intended and/or capable of being exclusively owned and/or occupied by the co-owners respectively .
- b) **SAID UNIT** shall mean the portion of the building described in the Second schedule hereunder written or in the building and the purchaser's proportionate share of or in the common portions wherever the context so permits.
15. **VENDORS/DEVELOPER** shall include its respective successors or successors in interest and /or assigns.
16. **TRANSFER** shall mean a transfer by registering conveyance in favour of intending buyer and/or delivery of possession.
17. **SINGULAR** shall include the Plural and vice Versa, and
18. **MASCULINE** shall include the feminine and vice-Versa.
19. **ROOF** shall mean and include the roof and/or terrace of the said building.
20. **MANAGEMENT BODY** shall mean a body consisting of nominee from each unit of the said building, which would jointly look after manage and administer the common purpose or also common essential service for the building.
21. **"ASSOCIATION "** Shall mean any Association, Committee, Registered Society or company that may be formed by the Co-owners for the common purposes having such rules, regulations and restriction as be deemed proper and necessary by the persons forming the same but not inconsistent with the provision and covenants herein contained.
22. **COMMON EASEMENT:-** Relating to any units shall mean the easement , quasi- easements, rights, privileges, spaces for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement, quasi easements obligations and duties of like nature of other units or on part thereof morefully described in the seventh schedule hereunder.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area 3 Cottahs 14 Chittacks 0 sq.ft. (more or less) along with structure measuring an area of 1856 sq.ft. (more or less) lying and situated at Premises No. 139, Raja Rajendra Lal Mitra Road, Post and Police Station Beliaghata Kolkata:- 700010, Assessee No 110351901032 KMC Ward No. 35 within the ambit of A.D.S.R. Sealdah, District 24-Parganas (South) which is butted and bounded as follows:

On the North : 138, Raja Rajendra Lal Mitra Road;
 On the South : 14' Wide Abinash Sasmal Lane
 On the East : 1 no, Abinash Sasmal Road '
 On the West : Raja Rajendra Lal Mitra Road;

THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT the piece and parcel of one self contained residential **BHK Flat being No. '.....' measuring sq.ft. (more or less) Super Built up Area, on Floor, Western side AND Car parking space No** measuring sq.ft. (more or less) **Super Built up Area** floor with common lift facility in the newly constructed building along with all easement rights attached thereto with common area and facilities described more fully described in the PLAN annexed herewith in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

**(COMMON PORTIONS/AREAS/FACILITIES AND AMENITIES COMMON TO
THE CO-OWNERS)**

**Common parts and common areas in the said Premises to which the
Purchaser shall have common right of egress and ingress.**

- (i) Boundary Walls of the building, back side wall & side walls and front side wall and main gate of the building premises.
- (ii) Fences.-
- (iii) Foundation, girders, drains, sewers, columns and other supports, mains wall of the building.
- (iv) Stair-cases, landings space in and around of the landing, corridors including all such other common parts, areas, equipment, installations, fittings and fixture, open space in and around the said building as are necessary for occupation maintenance, safety and beneficial use of the building or any parts thereof.
- (v) Paths and passages leading to the said Flat except the portions where Covered given to other owners.
- (vi) Motor pumps and pump room.
- (vii) Sanitary, electrical fittings in the common areas, electric meter, board place, electric wiring in the common areas in the main gate and main electric line, electrical fittings in common Stair Case, water pipe lines including roof.
- (viii) Water pump and motor together with the space required for the same, underground reservoir, over-head water tank and distribution water pipe to the flats, ferrule, stopcock, rain water pipes and other common plumbing installation.

- (ix) Roof-terrace grill and windows in the staircase and landing.
- (x) Drainage, Sewerage and all soil line and rain water pipes and all sewerage lines, septic chamber and under land sewerage line, soil line and drainage outlet from the building to main duct.
- (xi) e Pump
- xii) Roof right for common usages.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

Costs, expenses and outgoings and obligations for which all Owners and Purchasers are to contribute proportionately:

- (a) The expenses of maintaining, repairing, recoating and renewing the main structure and in particular the drainage system, sewerage rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Fourth Schedule hereto.
- (b) The expenses of repairing, maintaining, whitewashing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Fourth Schedule above written.
- (c) The cost of fire as well as primary prevention, `cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors, staircase, the other common areas.
- (d) Costs of decorating the exterior of the Premises.
- (e) Salary, wages, fees and remuneration of Darwans, Sweepers, plumbers, Electricians, Care-takers or any other person whose appointment may be

considered necessary by the owners unanimously for maintenance and protection of the said Premises and administration and management of the affairs thereof.

- (f) All expenses of common services and in common with common areas and facilities.
- (h) Such expenses as are necessary for or incidental to the maintenance and up keeping of the premises and of the common areas facilities and amenities.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(EASEMENT)

The Co-owners shall allow to each other purchasers and the Vendors or vendor the following rights, easements, quasi-easements privileges and/or appurtenances.

- (i) The right of common passage in all the common portions.
- (ii) The right of passage of utilities including connections for telephones, conducts, pipes, cables, etc., through each and every portion of the building including the said units.
- (iii) The right of support, shelter and protection of each portion of the building by other and/or others thereof.
- (iv) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
- (v) Such rights supports easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and /or the said unit.
- (vi) The right to work with or without workmen and necessary materials to enter into the building including the units for the purpose of repairing any of the common portions or any appurtenances to any unit and / or anything comprised in any unit in so far as the same cannot be carried out without

such entry and in all such cases excepting emergency upon giving previous notice in writing affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Covenant regarding management and maintenance of owners/vendors)

Portions and common expenses.

1. TITLE & CONSTRUCTION

1.1 The purchaser has examined the plans, the title of the vendor to the premises and the common portions and the facilities fittings and fixtures as has been provided in the building including the said unit and has fully satisfied itself with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the purchaser on the basis of the documents provided by the vendor and shall not make any claim or demand whatsoever against the Vendors or put any requisition concerning the nature scope and extent thereof.

2 TRANSFER AND DISMEMBERMENT

2.1 The proprietary rights hereby conveyed to the Purchaser for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Vendors/other co-owners.

2.2 Subject to the provisions contained in this deed 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 said unit and the benefits rights properties hereby conveyed to the purchaser herein.

2.3 In case of any transfer, if the purchaser divests him/her of his/her ownership of the said unit then such transfer shall be accompanied by the transfer of all shares or interest that the purchaser may have in

the building and the said land and / or the company and such transfer shall be subject to the condition that the transferee shall become the member of the Association as per clause of the First Schedule and abide by all its rules and pay all amounts payable of and by the Purchaser hereunder and such transferee shall also have all the rights, and obligations as the purchaser may have hereunder, moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall attach with the land.

3. **TAXES AND IMPOSITIONS**

- 3.1 The Purchasers shall apply for mutation to have the said unit separately assessed for the purpose of assessment of Kolkata municipal rules and taxes if and in so far as the same are allowable in law and shall also apply for the mutation in the name as purchaser and / or co-Purchaser in the relevant Municipal and other records.
- 3.2 So long as the said flat has not separately assessed for Corporation Taxes, multistoried building taxes, taxes and other payables or which may hereafter be payable, the Purchaser shall pay proportionate share assessed accordingly.
- 3.3 Upon the separation and/or mutation of the said unit for the purpose of liability or municipal rates and taxes and impositions and the purchaser shall pay wholly such tax or impositions in respect of the said unit from the date of registration of this Instrument or taking possession whichever is earlier.
- 3.4 Besides the amount of such municipal rate, taxes and imposition the purchaser shall also bear and pay all other taxes and imposition including, multistoried building tax, if any, if any, water tax, etc. in respect of the building proportionately on the basis of the area acquired by the purchaser.

- 3.5 Besides the amount of all such taxes and impositions the purchaser shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or many of such taxes or impositions proportionately or wholly, as the case may be, from the dated of registration of this deed.
- 3.6 The liability of payment by the purchaser of all such taxes impositions and outgoing (including penalties, charges costs and expenses) in respect of the said unit will accrue with effect from the Service of notice of completion of the said unit by the Vendor to the Purchaser irrespective of when the purchaser takes physical possession and execution of Deed whichever is earlier of the said unit.
- 3.7 The purchaser and the Vendor shall be at liberty to pay such sums, from time to time as it may deem fit and proper towards the aforesaid rates and taxes and out of the deposits made as aforesaid.
- 3.8 However payment of any taxes/charges by the Purchasers shall start only after handing over possession and/or registration of Deed of Conveyance whichever is earlier.
- 3.9. The vendor/Developer must clear all taxes payable to KMC on account of property Tax including penalty and interest only prior of execution of this Deed of Conveyance mentioned in the first line.
- 4.0 **ADDITIONS ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**
- 4.1 The Purchasers shall at his costs wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to the building and other units and / or the common portions made all alterations as they required to be made in the building or any part thereof by the Government or Kolkata Municipal Corporation or other

statutory body or otherwise and similarly pay all betterment fees or otherwise and other similar levies and all other fees and /or penalties which are required to be paid in connections therewith having regard to the building and / or user thereof including the change of user, if any, as any arise accrue or be demanded at any time after possession of the said unit be delivered or be deemed to be delivered to the purchaser by the Vendor.

5.0 USER OF THE SAID UNIT AND COMMON PORTIONS:

The Purchaser shall do the following:

- 5.1 Keep at its own costs and expenses the said unit and every part thereof and all fixtures and fittings therein properly related and in good repairs and in a neat and clean condition.
- 5.2 Use the said unit and all the common portions carefully, peacefully and quietly and in the common reasonably indicated herein or in the rules that may be separately framed by the Management Body or Association as defined in the First schedule above referred for the user thereof.
- 5.3 Use all paths passages and stair case for the purpose of egress and ingress and for no other purposes that do hamper peaceful co-existence of the co-owners or can be encroachment.
- 5.4 Entitle as:- Use the said unit for residential purpose or any other purposes without any disturbances of the other owners in the said property.
- 6. While using the said unit by any portions thereof or the common portions or otherwise the Purchaser shall not do any of the following acts deeds and things: -
 - 6.1 Obstruct the Vendor in the acts relating to the common purposes and common interest.

- 6.2 Violate any of the rules or regulations as lay down herein or that may separately be framed in respect of user of the building.
- 6.3 Injure, harm or damage the common portion or any other units in the building by making any alterations or withdrawing any support or otherwise,
- 6.4 Alter any outer portion elevation or colour scheme of the said unit or the building.
- 6.5 Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, or other refuses within the said unit or in the common portions save at the places indicated therefore.
- 6.6 Place or cause to be placed any articles or object in the common portions save as permitted by the company in writing.
- 6.7 Carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, or immoral activity in the said unit or anywhere else in the Building.
- 6.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the Building.
- 6.9 Put or affix any signboard, nameplates or other things or other similar articles in any of the common portions or outside walls of the Building.
- 6.10 Keep or store or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portion.
- 6.11 Keep or allow keeping any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit.
- 6.12 Claim any right in or use any portion of the Building (other than the said unit) save for ingress and egress, to the said unit or men materials drains

pipes and cables and in particulars shall not claim any right on the terrace of the building, or the open and /or covered spaces in the premises not transferred expressly to the purchaser.

6.13 In addition to 6th schedule clause(ii) the Purchasers may affix or draw any wires, cables pipes, etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Vendor or the acting management body in writing.

6.14 Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual quite residential purposes.

7. PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES

7.1 The deposits and payments by the purchaser in terms hereby including those mentioned in clauses 3.2 hereinabove shall be made by the purchaser within stipulated time of the Management Body its bill for the name in the said unit and / or at the above address of the Purchaser.

7.2 All amounts to be deposited by the Purchaser in pursuance hereof and/or under the Agreement for sale and be utilized only for the purpose for which the same has been made subject however, to the other provisions hereof.

7.3 It is clarified that out of the payments and deposits mentioned in columns, hereinabove, in case there be any deficit the purchaser shall pay further amount and in case there be any excess the same shall be refunded to the Purchaser and / or adjusted with the future payments by the purchaser to the Vendor.

7.4 The Purchaser shall not in any manner interfere with or obstruct the aforesaid right and / or shall not make any demand for loss or damages in connection therewith.

8. **MISCELLANEOUS:**

8.1 All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.

8.2 All charges for the electricity consumed in the said unit shall be borne and paid by the purchaser. which shall be payable after clear possession, or issue of Completion/Occupancy certificates by KMC, whichever is earlier.

8.3 All payments, towards municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the bases of the estimated rates, costs, expenses and prices and shall be subject to proportionate escalations in case the said rates, costs, expenses and prices increased from time to time.

8.4 The vendor and the Purchasers shall indemnify and keep each other saved harmless and indemnified in all respect against all losses, damages, claims damages costs or any proceedings and act on arising due to any on payment or other default.

8.5 The proportionate share of the purchaser as specified herein shall be such as may be accepted by the purchaser notwithstanding there being minor variations therein for the sake of conveniences.

8.6 All notices to be served hereunder by either of the parties to the other shall be served by registered post with acknowledgement due or personal tender.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents the day month and year first above written.

EXECUTED AND DELIVERED by the Vendor
above named at Kolkata in the presence of:

1

**SIGNATURE OF THE VENDORS/
OWNERS**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted & prepared

by me

Amit Karmakar

Advocate

High Court, Calcutta.

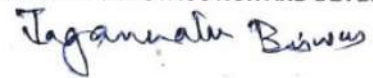
MEMO OF CONSIDERATION

Sl. No.	Cheque/ D.D. No.	Date	Bank	Amount
1)				
2)				
3)				
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WITNESSES :-

- 1.
- 2.

FOR MERIT CONSTRUCTION AND DEVELOPERS



Partner

Signature of the Developer