

DEED OF CONVEYANCE

POLICE STATION – NISCHINDA, DISTRICT – HOWRAH,

SALE DEED VALUED AT RS...../-

THIS INDENTURE FOR SALE OF FLAT made on this the

..... DAY OF TWO THOUSAND TWENTY THREE (2023)

EXECUTED BY

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W.B. ESTATE LAND OWNERS PRIVATE LIMITED
(CINU70109WB2021PTC249958), (PAN-AADCW1252C), a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, represented by its directors 1) **SRI ACHINTYA KUMAR MONDAL (PAN-AOFPM9393H and AADHAAR NO. 205076688290)**, son of Sri Kusha Dhawaja Mondal, and 2) **SRI BIJAN KUMAR MONDAL (PAN- AYLPM4783H), (AADHAAR NO. 585456305405)**, son of Kusha Dhawaja Mondal, both by faith - Hindu, by Occupation - Business, both are residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 (which term of expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, authorized representatives, nominees and assigns) of the **FIRST PART**;

IN FAVOUR OF

..... (having his **PAN NO. and ADDHAR NO.**), son/daughter of, by faith, by Nationality Indian, by occupation, residing at, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns etc.) of the **SECOND PART**;

WHEREAS ALL THAT piece and parcel of a self- contained **Residential Flat, Being No. "....."** made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility, hereinafter referred to as the

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“SAID FLAT”, morefully described in the **SECOND SCHEDULE** written hereunder and also since been more particularly and specifically depicted as well as delineated in the **PLAN** annexed hereto by **‘RED’** border line, forming the **PART** of these presents, situated over the property appertaining to **5594 ALL THAT** piece and parcel of the Commercial Housing land measuring about **16.64 Satak, out of 18 Satak**, be the same a little more or less, with 10 years old one dilapidated R.T. Shed structure admeasuring about 300 Sq. Ft. standing thereon, including right of easement and right to use of 16' feet wide common passage on the southern side of the land comprised in **R.S Dag No. 3051, 3054, 3054/3236 and 3047, corresponding to L.R. Dag No. 5585, 5589, 5593 and 5594, under R.S Khatian No. 8423, 8435, 8428 and 2086 corresponding to L.R. Khatian No. 69464**, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Bally Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, more specifically described under the **FIRST SCHEDULE** hereinunder written, herein after referred to as the **“SAID PROPERTY”**, **TOGETHER WITH** proportionate share of land and right to use the common stair case and common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, common parapet wall, common drainage and sewerage system, common open areas, common passage as well as the right to use the top roof etc., is the subject matter of this **DEED OF CONVEYANCE;**

AND WHEREAS

A. One Pannalal Ghosh and his three brothers viz. Kalicharan Ghosh, Tarapada Ghosh and Santosh Ghosh were the original owners as well as occupiers of various other landed property including the 'Said Property'

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appertaining to **ALL THAT** piece and parcel of the Bastu and Danga land measuring about **18 Satak**, be the same a little more or less, with 10 years old one dilapidated R.T. Shed structure admeasuring about 300 Sq. Ft. standing thereon, including right of easement and right to use of 16' feet wide common passage on the southern side of the land comprised in R.S Dag No. 3051, 3054, 3054/3236 and 3047, under R.S Khatian No. 8423, 8435, 8428 and 2086, lying and situated at Mouza - Bally, J.L No. 14, Boro Paragana, Revenue Survey No. 1767, Police Station Nischinda, Formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah and they jointly seized, possessed and enjoyed their property.

B. While thus being jointly seized, possessed and enjoyed the said property with joint interest and in peaceful possession, the said Pannalal Ghosh and his three brothers namely Kalicharan Ghosh, Tarapada Ghosh and Santosh Ghosh amicably partitioned the whole property according to their convenience of use and executed and registered a Deed of Partition with specific demarcation and plan annexed thereto before the Office of the District Sub Registrar at Howrah in the year 1971 vide Being no. 9856 for the year 1971. By virtue of the aforesaid Registered Partition Deed which conspicuously recorded the demarcated ownership of the property obtained by Pannalal Ghosh Marked with the Bengali Letter "GHA" as true and lawful owner as well as occupier thereof continuously, openly, uninterruptedly, as of right, to the knowledge and exclusion of all and much more than the statutory period in respect of **ALL THAT** piece and parcel of the Bastu and other land measuring about 87 shatak, be the same a little more or less, comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049 and 5467/5647 under R.S Khatian No. 8428 and 6835, lying and

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situated at Mouza Bally, J.L No. 14, Boro Paragana, Revenue Survey No. 1767, Police Station Nischinda, Formerly Bally, District Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah. Thus the said Pannalal Ghosh became the absolute owner as well as occupier of the aforesaid property, free from all encumbrances, charges etc. and together with all rights of easement, appurtenances, appendages as well as right to use of 16' ft. wide adjacent common passage thereto and other rights over the said property and absolutely seized and possessed and enjoyed the Said Property by exercising all sorts of overt acts over the same without any interruption and disturbances from others not only by mutating his name as owner and occupier in the R.S. record of right but also duly paid rents and taxes before the competent authorities under the Government of West Bengal.

- C.** On the other hand one Panchu Gopal Ghosh was the Original owner as well as occupier of other properties along with the Said Property in respect of ALL THAT piece and parcel of the Bastu land measuring about 18 Shatak, be the same a little more or less, with 10 years One old dilapidated R.T Structure having cemented flooring admeasuring about 200 sq.ft., be the same a little more or less, with Tiles Shed and cemented flooring, including easement right of common passage, comprising in R.S Dag No. 3051, 3054 and 3054/3236 under R.S Khatian No. 8423 and 8435, lying and situated at Mouza Bally, J.L No. 14, within Police Station Nischinda, Formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, under the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, and enjoyed the same without any interruption and disturbances from others and mutated his name as owner and occupier with

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rayatitibum interest in the R.S record of right and duly paid rents and taxes before the competent office under the Government of West Bengal.

D. The said Panchu Gopal Ghosh transferred the said property to Pannalal Ghosh by virtue of a registered Deed of Sale executed and registered in the year 1974 before the Office of the District Registrar at Howrah and was recorded therein vide Book No. 1, Being no. 3498 for the year 1974 in respect of ALL THAT piece and parcel of Bastu land measuring about 18 Shatak, be the same a little more or less, with 10 years One old dilapidated R.T Structure having cemented flooring admeasuring about 200 sq.ft., be the same a little more or less, together with all rights of easement, appurtenances, appendages as well as right to use of adjacent common passage thereto, comprising in R.S Dag No. 3051, 3054 and 3054/3236, R.S Khatian No. 8423 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, Formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah.

E. Thus the said Pannalal Ghosh also became the absolute owner as well as occupier of another piece of land in respect of ALL THAT piece and parcel of the Bastu land measuring about 18 Shatak, be the same a little more or less, with 10 years One old dilapidated R.T Structure having cemented flooring admeasuring about 200 sq.ft., be the same a little more or less, together with all rights of easement, appurtenances, appendages as well as right to use of adjacent common passage thereto and other rights attached thereto comprising in R.S Dag No. 3051, 3054 and 3054/3236, R.S Khatian No. 8423 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, Formerly Bally, District

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Howrah, within the ambit of Nischinda Gram Panchyet, under the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, charges etc. having fully transferable right as owner alongwith Easements and other rights over the said property and seized and possessed and enjoyed the Said property without any interruption and disturbances from others by exercising all sorts of overt acts over the same not only by mutating his name in the record of R.S. Record but also duly paid rents and taxes before the competent office under the Government of West Bengal.

F. In this way the said Pannalal Ghosh became the absolute owner as well as occupier of Bastu and other Land total measuring **105 Decimals of Bastu and other land** by virtue of Inheritance and the aforesaid Deed of Sale comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Nischinda Gram Panchyet, under the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, charges etc. together with all rights of easement, appurtenances, appendages as well as right to use of adjacent common passage thereto and other rights over the said property and seized and possessed the Said property peacefully and without any interruption and disturbances from any corner by exercising all sorts of overt acts over the same not only by mutating his name in the record of R.S. Record but also duly paid rents and taxes before the competent authorities under the Government of West Bengal.

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G. After acquisition of the aforesaid property with absolute interest and in peaceful possession, the said Pannalal Ghosh and thereafter his widow died intestate leaving behind their Three (03) sons namely Sri Sailen Ghosh, Sri Nemai Ghosh and Sri Deepak Ghosh and Seven (07) daughters namely Niva Ghosh, Shibani Ghosh, Ibha Ghosh, Reba Pal, Rekha Ghosh, Soma Bhat and Sharmila Ghosh to inherit his estate according to the Law of Inheritance, governed under the Hindu Succession Act, 1956. Thus all the above mentioned legal heirs of Late Pannalal Ghosh viz. Sri Sailen Ghosh, Sri Nemai Ghosh Sri Deepak Ghosh and Niva Ghosh, Shibani Ghosh, Ibha Ghosh, Reba Pal, Rekha Ghosh, Soma Bhat and Sharmila Ghosh became the joint owners as well as occupiers of ALL THAT piece and parcel of the Bastu and other land measuring about 105 Decimals, be the same a little more or less, alongwith with 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq.ft. comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza Bally, J.L No. 14, Boro Paragana, Revenue Survey No. 1767, Police Station Nischinda, Formerly Bally, District Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, charges etc. together with all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage thereto and other rights attached thereto and jointly seized and possessed the Said Property without any interruption and disturbances from any corner by exercising all sorts of overt acts over the same not only by mutating their names as owner and occupier in the Record of Right but also duly paid rents and taxes before the competent authorities under Government of West Bengal.

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H. While thus being seized and possessed the aforesaid property with joint interest and in peaceful possession, due to urgent lawful necessity of liquid money, the legal heirs of Late Pannalal Ghosh viz. SRI SAILEN GHOSH, SRI NEMAI GHOSH SRI DEEPAK GHOSH, SMT. NIVA GHOSH, SMT. SHIBANI GHOSH, SMT. IBHA GHOSH, SMT. REBA PAL, SMT. REKHA GHOSH, SMT. SOMA BHAT, SMT. SHARMILA GHOSH jointly decided and expressed their intention to sell out the entire property measuring about **105 Decimal**, be the same a little more or less, alongwith 10 years old dilapidated R.T. Shed Structure having cemented flooring measuring about 300 Sq. Ft. comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza Bally, J.L No. 14, Boro Paragana, Revenue Survey No. 1767, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Nischinda Gram Panchyet, under the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, charges, liens etc. together with all rights of easement, appurtenances, appendages as well as right to use of 16' ft. wide adjacent common passage thereto and other rights attached thereto.

I. The aforesaid SRI SAILEN GHOSH, SRI NEMAI GHOSH SRI DEEPAK GHOSH, SMT. NIVA GHOSH, SMT. SHIBANI GHOSH, SMT. IBHA GHOSH, SMT. REBA PAL, SMT. REKHA GHOSH, SMT. SOMA BHAT, SMT. SHARMILA GHOSH, being some of them employed in different cities and some of them being needed to engage with day to day household work and also due to other practical difficulties, it becomes inconvenient for them to look after, manage, control and sell and also to personally be present before the concerned Registry Office and to take full and

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effective part in execution of the Registration Process of Sale Deed to the concerned buyers. Therefore to look after, manage, control and sell their entire property in respect of **ALL THAT** piece and parcel of the Bastu and other land measuring about **105 Decimals**, be the same a little more or less, alongwith 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq.ft including the easement right of common passage and other rights and liberties attached thereto, comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No.. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, in the District of Howrah, within the ambit of Nischinda Gram Panchyet, under the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, liens, lispence and any type of charge whatsoever, all of them jointly decided and appointed one **SMT. SHEULI MONDAL**, wife of Bijan Mondal, residing at BBD Bag Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 **as their constituted lawful attorney** by execution and registration of a **registered Power of Attorney** on 06th April, 2022 which was registered before the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book No. 1, Volume No. 0502-2022, Pages 163725 to 163762, Being No. 050204288 for the year 2022 and due to the urgent lawful necessity of money all the aforesaid Land Owners decided and declared to sell the aforesaid land plotwise with specific demarcation through their Lawful Constituted Attorney SMT. SHEULI MONDAL.

J. After coming to know the aforesaid intention and relying upon the declaration of the Land Owners/Vendors one **W.B. ESTATE LAND**

OWNERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, represented by its directors **1) SRI ACHINTYA KUMAR MONDAL**, son of Sri Kusha Dhawaja Mondal, and **2) SRI BIJAN KUMAR MONDAL**, son of Kusha Dhawaja Mondal, both are residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 proposed the Land Owners/Vendors viz. SRI SAILEN GHOSH, SRI NEMAI GHOSH, SRI DEEPAK GHOSH, SMT. NIVA GHOSH, SMT. SHIBANI GHOSH, SMT. IBHA GHOSH, SMT. REBA PAL, SMT. REKHA GHOSH, SMT. SOMA BHAT, SMT. SHARMILA GHOSH, through their constituted lawful Attorney SMT. SHEULI MONDAL to sell **ALL THAT** piece and parcel of Bastu land measuring about **15 (FIFTEEN) Cottahs 00 (ZERO) Chittaks 00 (ZERO) Square Feet**, be the same a little more or less alongwith 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq.ft. out of the total area of land measuring 105 Decimals, together with all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage and other rights attached thereto, comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, , lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah at the then highest available market price of Rs.1,07,73,000 (Rupees One Crore Seven Lacs Seventy Three Thousand Only), which has been accepted and confirmed by the Vendors therein. Accordingly one Agreement for Sale had been executed by the Vendor and the Vendee therein.

K. On the basis of the aforesaid offer and acceptance and the Agreement for sale, the Vendors therein represented by their Lawful Attorney **SMT. SHEULI MONDAL** executed and registered a Deed of Conveyance alongwith specific Plan attached thereto on **11th day of April, 2022** in favour of **W.B. ESTATE LAND OWNERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, represented by its directors **1) SRI ACHINTYA KUMAR MONDAL, son of Sri Kusha Dhwaja Mondal, and 2) SRI BIJAN KUMAR MONDAL, son of Kusha Dhwaja Mondal**, both are residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 which has been registered before the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide **Book No. 1, Volume No. 0502-2022, Pages 183775 to 183819, Being No. 050204749 for the year 2022** in respect of **ALL THAT** piece and parcel of Bastu Land measuring about **18 Satak**, be the same a little more or less, with 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq.ft. together with all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage and other rights attached thereto, comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah. Thus the aforesaid **W.B. ESTATE LAND OWNERS PRIVATE LIMITED**, a company incorporated

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under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, represented by its directors 1) SRI ACHINTYA KUMAR MONDAL, son of Sri Kusha Dhawaja Mondal, and 2) SRI BIJAN KUMAR MONDAL, son of Kusha Dhawaja Mondal, both are residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 became the true and lawful owner as well as occupier in respect of **ALL THAT** piece and parcel of Bastu Land measuring about **18 Satak, be** the same a little more or less, with 10 years One old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq. ft. together with all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage and other rights attached thereto, comprising in R.S Dag No. 3045, 3046, 3047, 3048, 3049, 5467/5647, 3051, 3054 and 3054/3236 under R.S Khatian No. 8423, 8435, 8428, 6835 and 8435, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, free from all encumbrances, liens, lispence and any type of charges whatsoever.

L. AND WHEREAS after acquisition of title in respect of the aforesaid property by virtue of the aforesaid Deed of Sale dated **11th day of April, 2022** the said **W.B. ESTATE LAND OWNERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, represented by its directors **1) SRI ACHINTYA KUMAR MONDAL, son of Sri Kusha Dhawaja Mondal, and 2) SRI BIJAN KUMAR MONDAL, son of Kusha**

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Dhwaja Mondal, both are residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227, became the absolute owner as well as occupier in respect of **ALL THAT** piece and parcel of the Bastu and Danga land measuring about **18 Satak** , be the same a little more or less, with 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 300 sq.ft together with all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage and other rights attached thereto, out of which the land in respect of **ALL THAT** piece and parcel of the Bastu land measuring about **11 (ELEVEN) Cottah 00 (ZERO) Chittaks 00 (ZERO) Square Feet or 18 Decimal**, be the same a little more or less comprising in R.S Dag No. 3051, 3054, and 3054/3236 under R.S. Khatian No. 8423 and 8435, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah and the other land in respect of **ALL THAT** piece and parcel of the Bastu land measuring about **04 (FOUR) Cottah 00 (ZERO) Chittaks 00 (ZERO) Square Feet or 6.703 Decimal**, be the same a little more or less, comprised in R.S Dag No. 3047 under R.S Khatian No. 8428, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Nischinda Gram Panchyet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah alongwith all rights of easement, appurtenances, appendages as well as right to use of 16'ft. wide adjacent common passage and other rights attached thereto and started to seize and possess the Schedule mentioned 'Said Property' peacefully, openly, continuously, uninterruptedly, as of right, adversely to the knowledge and exclusion of all including all erstwhile co-owners as

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well as co-sharers and other neighbours for much more than that of the statutory period as enjoined in law and thereby alternatively, acquired indefeasible right, title, interest and possession over the same without any objection and/or interference from any corner whatsoever and also in absolute manner by exercising various overt acts over the same as 'true and lawful' owner thereof by mutating it's name before the concerned Settlement Department of the State of West Bengal and the name has been recorded in the finally published L.R. Record of Rights against **L.R. Khatian No. 69464** and they have been paying Government Revenues and Taxes to the authority concerned without any objection and/or interference from any corner whatsoever. Thereafter they applied on 02.08.2022 for Conversion of the Said Property before the competent authority vide Case No. CN/2022/0503/2194 and on the basis of this application the nature and character of the Land comprising in **L.R. Plot No. 5585 measuring 02.14 Decimal, L.R. Plot No. 5589 measuring 07.50 Decimal, L.R. Plot No. 5593 measuring 07.00 Decimal and L.R. Plot No. 5594 measuring 02.49 Decimal, total measuring 19.13 Decimal** has been converted to "**Commercial Housing**" vide Memo No. 261/CONV/BJ/22/4522/1(3)/LR dated 01.12.2022 by the District Land & Land Reforms Officer, Howrah.

M. **AND WHEREAS** after obtaining the Conversion Certificate, issued by the District Land & Land Reforms Officer, Howrah, to extract maximum benefit from the Said Property they decided to Develop by constructing Multi-storied Building over the same. Accordingly they applied before the Office of the Howrah Zilla Parishad for obtaining Sanctioned Plan of a G+4 Five storied Building and submitted before the said office a partly Commercial and partly Residential Building Plan and the same has been

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sanctioned by the District Engineer, Howrah Zilla Parishad vide **Memo No. 146/032/HZP/PS dated 14.08.2023.**

N. AND WHEREAS The Said Land is earmarked for the purpose of building comprising of G+4 (Five) storied apartment buildings and the said project shall be known as "**Home Green Apartment -10**".

O. On the basis of the aforesaid sanctioned building plan the Land Owner/Vendor completed the construction work of the aforesaid Building and announced to sell the flats/units, free from all encumbrances and there is no legal impediment to sell the said Flat and after coming to know the above announcement and relying upon the declaration by the Land Owner/Vendor, the Purchaser viz., Son/Daughter of, residing at became very much interested to purchase **ALL THAT** piece and parcel of a self- contained **Residential Flat, Being No. "...."** made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility, within the said building, together with all rights of easement, privilege, hereditaments, appendages and appurtenances etc., including all others rights to use of common passage and pathways, sewerages, drainage, securities and amenities etc. attached with the proportionate share of land underneath, at an agreed price of **Rs...../- (Rupees Lacks only) i.e. Rs...../- per Sq. Ft.**, free from all encumbrances and there is no legal impediment to purchase the said Flat. After being satisfied the Purchaser made an advance amounting total **Rs...../- (Rupees Lakhs) Only** to the Land Owner/Vendor and executed an unregistered

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Agreement for Sale dated and balance amount will be paid as per the Terms and conditions laid down in the aforesaid **Agreement for Sale** of the said flat.

- P.** In terms and conditions of the said bilateral unregistered Agreement for Sale dated the PURCHASER of the THIRD PART have now become fully ready with the balance amount of total consideration and to complete the said sale transaction in full and final form by paying the same to the Land Owner/Vendor of the FIRST PART and accordingly, approached them with a request to get ready for execution and Registration of the final Deed of Conveyance in respect of the "**SAID FLAT**" Being No. "...." made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about**square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility as morefully and particularly described in the **SECOND SCHEDULE** hereunder written and after going through the contents of the Draft Copy of the present Deed of Conveyance and after being fully satisfied with the same, the Land Owner/Vendor of the FIRST PART has become fully ready to execute and register these presents on acceptance of balance amount of total consideration as they already received the 'earnest' money at the time of execution and the rest as per Terms and Conditions as laid down in the said bilateral unregistered Agreement for Sale dated

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

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1. That in consideration of the Agreement for Sale dated and in further consideration amount total a sum of **Rs...../- (Rupees)** **Only** well and truly paid by the Purchaser to the Land Owner at or before execution of these presents (the receipt whereof the Land Owner doth hereby and also by receipt hereunder written admit and acknowledge to have been received), the Land Owner doth hereby sell, transfer, convey, assure and assign unto and to the Purchaser **FIRSTLY ALL THAT** piece and parcel of a self-contained **Residential Flat, Being No. "....."** made with tiles flooring, situated on the northern side of **Floor** in the newly constructed G+4 (Five Storied) building, measuring about**square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with Lift facility and described in the **SECOND SCHEDULE** hereunder written) as shown in the Plan bordered **RED** thereon **AND SECONDLY ALL THAT** the undivided proportionate share in all common parts, portions, areas, facilities and amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) over the **FIRST SCHEDULE** hereto, hereinafter referred to as **THE SAID PROPERTIES** more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, **TOGETHER WITH** the right to use the common areas, installations and facilities in common with the other CO-PURCHASER and the Land Owner and the other lawful occupants of the Building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for any particular Flats and/or the Owners' Association or respective agents appointed by them, more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written, **AND TOGETHER WITH** all easements or quasi-easements and provisions in connection with the beneficial use and enjoyment of the Said Flat and the Properties Appurtenant thereto, more fully

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and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written, **TO HAVE AND TO HOLD** the said **FLAT** hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **WITH** due performance of and compliance with the Restrictions/House Rules, more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written, and also with the Purchaser making payment of the maintenance charges/common expenses and other charges payable in respect of the Said Flat and the Properties Appurtenant thereto, such Maintenance charges/common expenses more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written, to the Owners' Association and/or their respective agents appointed by them.

At or before the execution of these presents the Purchaser have fully satisfied themselves as follows: –

- a) The title of the Land Owner/Dendor/First Part;
- b) The Plan sanctioned by the Howrah Zilla Parishad;
- c) The total area to comprise in the said unit;
- d) The specifications and of materials used in the said building and/or the said unit;
- e) The area, which is limited common elements exclusively, reserved for the said unit and the areas, which are general common elements and common for the entire building.

2. AND THE LAND OWNER/VENDOR COVENANTS WITH THE PURCHASER as follows:-

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- a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Owner done or executed or knowingly suffered to the contrary the Land Owner is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and **sufficiently entitled to the peaceful, vacant possession of the Said Flat** and Properties Appurtenant Thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act, deed or thing whatsoever done as aforesaid the Land Owner has good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the Said Flat and the Properties Appurtenant Thereto hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) **THAT** the Said Flat and Properties Appurtenant Thereto hereby sold, granted and conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachments, lispense, debottar, pirottar or trusts made or suffered by the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner.
- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the peaceful, vacant possession of the Said Flat and Properties appurtenant thereto hereby receive all rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owner or any other person or persons having or lawfully or equitably claiming as aforesaid. Further the Purchaser shall have good right, full power and

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absolute authority to sell, grant, convey, transfer, assign and assure, rent out, lease or mortgage the said flat or unit.

- e) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispense, debuttar or trust or claims and demands whatsoever created occasioned or made by the owner or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **AND FURTHER THAT** the Owner and all persons having or lawfully or equitable claiming any estate or interest in the Said Flat and Properties Appurtenant Thereto hereby or any part thereof through under or in trust for the Owner or her nominated person shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the Said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Owner has not at any time done or executed or knowingly suffered or been party to any act, deed or thing save and except consent to any home-loan from any Bank or Financial Institution whereby and where under the Said Flat and Properties Appurtenant Thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

3. AND THE PURCHASER SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED

SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND PEACEFUL VACANT POSSESSION OF THE SAID FLAT HEREBY CONVEYED, HEREBY COVENANT WITH THE OWNER as follows:-

- a) **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions /House Rules regarding the user of the said Flat and also the obligations set forth the **FIFTH SCHEDULE** hereunder written.
- b) **THAT** the Purchaser, from the date of execution of these presents at her cost, shall apply for obtaining mutation of their names as the owner to the Kolkata Municipal Corporation and from the date of Conveyance the Owner shall have no responsibility and/or liability to pay any Taxes or any impositions in connection with the Said Flat, i.e. **Flat Being No. "....."** situated on the **Floor**, of the G+4 (Five Storied) building, measuring about**square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility save and except only the Purchaser shall pay the Panchayet/Municipal tax and other taxes and impositions payable in respect of the said Flat.
- c) **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the panchayet/municipal rates and taxes and other outgoings including multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies impositions and outgoings (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the building as a whole and proportionately for the common parts and portions.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- a) **THAT** the Undivided share in land comprised in the Said Premises and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Flat shall always remain impartible.
- b) **THE** right of the Purchaser shall remain restricted to the said Flat and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.
- c) **The** Purchaser on payment of appropriate charges to WBSEDCL/CESC directly can obtain Electric Meter and the Purchaser further agree to regularly and punctually make payment to the Owners' Association of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or howsoever on and for the date of possession of the Flat.
- d) **On** and from the date of possession of the Flat the Purchaser shall regularly and punctually make payable of the maintenance charges/common expenses (more fully described in the **SIXTH SCHEDULE** herein under stated) payable in respect of the said Flat, and properties appurtenant thereto to the Owners' Association. Such charges shall be made applicable by the Owners' Association from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- e) **The** Purchaser acknowledge that regular and timely payment of the maintenance charge is a "**must**" and they shall be entitled to act accordingly as per rules and regulations of the Owners' Association.

- f) **The Owners' Association** are entitled to take over the management of the common parts and portions and shall remain responsible for rendition of common services and the Purchaser hereby commit himself/herself to become a member of such Owners' Association and to make payment of the maintenance charges to such Owners' Association regularly and punctually and shall also observe the rules and regulations which may be framed by such Owners' Association.

5. GENERAL

- 5.1. For the purpose of maintenance of the common parts and portions and for rendition of common services the Owners' Association will take the responsibility.
- 5.2. The Purchaser, their licensees or nominees will also hold, use and enjoy the said Flat and the properties appurtenant thereto strictly subject to the easements and rights reserved and/or granted as per the **FOURTH SCHEDULE** hereto.
- 5.3. The undivided share in the land appurtenant to the said Flat shall always refer to the land of the premises where the said Flat or Unit is situated.

6. RESERVATION & SUPERCESSION

- 6.1. This Deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchaser agree not to rely on the same save and except the applicable covenants of the said Agreement for Sale dated in respect of the said Unit/Flat.
- 6.2. The right of the Purchaser shall remain restricted to the Said Flat and Common Areas and Portions and in no event the Purchaser shall be

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entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the Said Premises.

- 6.3. The Land Owner shall be entitled to all future vertical exploitation of the said building and/or the said premises by way of additional construction or adding another floor or floors or otherwise, subject to the permission and/or sanction of the municipal authorities to be obtained in due course.
- 6.4. The Purchaser shall have common rights along with the other flat holders to the top roof only over the said Building which shall also accommodate the lift room, staircase housings and the overhead water tanks and the rest of the roof which shall be under the exclusive power, control, use and possession of the Land Owner and the Land Owner shall be entitled to dispose of the same and/or use the same for any commercial purpose including for installation of antenna towers and all other additional structures constructed thereon.
- 6.5. **PROPORTIONATE OR PROPORTIONATE SHARE** shall mean the undivided impartible proportionate share in the said property as fully described in the Second Schedule hereunder written and also the proportionate share in the common portion and all other common rights and liabilities including the common expenses.
- 6.6. **MASCULINE** shall include the Feminine and vice-versa.
- 6.7. **SINGULAR** shall include the Plural and vice-versa, as per the context 1.19.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the Land comprised in the “**SAID PROPERTY**”]

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ALL THAT piece and parcel of the Commercial Housing land measuring about **16.64 Satak, out of 18 Satak**, be the same a little more or less, with 10 years old one dilapidated R.T. Shed structure admeasuring about 300 Sq. Ft. standing thereon, including right of easement and right to use of 16' feet wide common passage on the southern side of the land comprised in **R.S Dag No. 3051, 3054, 3054/3236 and 3047, corresponding to L.R. Dag No. 5585, 5589, 5593 and 5594, under R.S Khatian No. 8423, 8435, 8428 and 2086 corresponding to L.R. Khatian No. 69464**, lying and situated at Mouza - Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Bally Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah together with all rights of easements, quasi easements, privileges, appendages etc. attached thereto and the same is butted and bounded by:-

ON THE NORTH: Property Of R.S Dag No. 3050 and 3048.

ON THE SOUTH: 16 Feet Wide Panchayet Road.

ON THE EAST: Common Passage.

ON THE WEST : Property Of R.S Dag No. 3046.

THE SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the "SAID FLAT" hereby sold to the Purchaser]

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ALL THAT piece and parcel of a self-contained **Residential Flat, Being No.** “.....” made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of ... (...) bed rooms, (.....) Toilets, (.....) Dining Cum Open Kitchen and (.....) Balcony with **lift facility** as contained in the said flat together with all rights of easement, privilege and appurtenances attached thereto and also since been more particularly and specifically depicted as well as delineated in the **PLAN** annexed hereto by ‘**RED**’ border line, forming the **PART** of these presents, situated over the **FIRST SCHEDULE** mentioned herein above **TOGETHER WITH** proportionate share of land and right to use the common passage, common stair case, common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, Lift and Lift wall common parapet wall, common drainage and sewerage system, common open areas, common passage etc. being butted and bounded as follows:-

On the North:-

On the South:-

On the East:-

On the West:-

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas & Facilities)

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1. The foundation columns, beams, supports, corridors, lobbies, stairs, stairways landings, entrances, exists and pathways ramp driveways.
2. Common passage.
- 3 Tube well, if any,
4. Water pump, water tank, water pipes and other common plumbing installation,
5. Transformer, electric wiring, motor and fittings.
6. Drainage and sewers including main holes, septic tank etc.
7. Pump house,
8. Boundary walls, parapet wall, main entrance and exit and main gates.
9. Common roof shall accommodate stair case housing and overhead water tanks.
10. Such other common parts, areas, equipments, installations, fixtures & fittings in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the flats and as are specified by the Land Owner expressly to be the common parts.
11. Lift and Lift wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(EASEMENTS OR QUASI-EASEMENTS)

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(The under-mentioned rights, easements and quasi easements, privileges and appurtenances shall be reserved for the Land Owner or the Owners' Association)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations, staircases, open spaces in ground floor covered spaces, electrical installations and other passages.

2. The right of passage in common with the Purchaser and other persons/ Purchaser as aforesaid in connection with electricity, water and soil from and to any part (other than the Said unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat so far as may be reasonably necessary for the beneficial use occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means structural alterations to the Said Flat or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right of the occupier/occupiers Owners' Association, the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances, staircase, electrical installation, open and covered space and other common passages or paths of the Building.

5. The right of the Owners' Association with or without workmen and necessary materials enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes, drains, wires

and conduit underground/overhead Reservoir as aforesaid **PROVIDED ALWAYS** the Owners' Association and other person or persons shall give to the PURCHASER twenty four hours' prior notice writing of their intention of such entry as aforesaid.

6. The Purchaser shall be entitled all rights, privileges, vertical lateral supports, easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said fiat/unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Land Owner and Owners' Association the rights, easements, quasi-casements, privileges and appurtenances hereinbefore contained hereto.

7. The right of access and passage in common with the Land Owner/Owners' Association and other occupiers of the said building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase and electrical installations and all other common areas installations and facilities in the Building and the Said Premises.

8. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat with or without vehicles over and along the pathways of the building comprised in the Said Premises **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage and pathways in the said building.

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9. The right of support, shelter and protection of the Said Flat/ Unit by or from all parts of the Building so far they now support shelter or protect the same.

10. The Purchaser shall be liable to pay the Maintenance charges more fully described in the **SIXTH SCHEDULE** hereunder written for the enjoyment of the common areas/parts/portions facilities and utilities to the Owners' Association for the purpose of maintenance of the same and to the Owners' Association upon transfer of the management and maintenance of the common parts and portions of the building to the Owners' Association, promoted by the co owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat, the PURCHASER agree and covenant:-

i) To co-operate with the Association in the management and maintenance of the said building:

ii) To observe the rules or regulations as may be framed from time to time by the Association in respect of the Said Housing Complex and/or the Building.

iii) To allow the authorized representatives of the Association with or without workmen to enter into the said flat for the purpose of maintenance and repairs;

iv) To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;

v) Not to sub-divide the Said Flat or any portion thereof,

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vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat or in the said building and for compound or in any portion of the building or in the Common Parts save at the places indicated therefor,

vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat or in the common areas and not to block any common areas of the building in any manner.

viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat.

ix) 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 stability of the building or any part thereof,

x) Not to do or cause anything to be done in or around the Said Flat which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat or to the flooring or ceiling of the Said Flat or any other portion over or below the Said Flat or adjacent to the said Flat in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages of amenities available for common use;

(xi) That the PURCHASER shall not throw or accumulate or cause to be thrown or accumulated dirt, rubbish or other refuse or permit to be thrown or allowed the same to be accumulated in the said Flat or in the common passages or in any portion of the building other than the place to be demarcated by the occupiers of the said building.

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(xii) The PURCHASER shall not do any immoral or illegal act or deed, any other acts which in anyway hamper the peaceful living or healthy atmosphere of the building and the PURCHASER undertakes not to change any exterior structure of the building and the PURCHASER shall not raise any objection or other claim, of any nature whatsoever regarding construction of said Flat and/or common portion and/or construction thereof of the said building in the said premises;

(xiii) Not to damage or demolish or cause to be damaged or demolished the Said Flat or any part thereof or the fittings and fixtures affixed thereto;

(xiv) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat;

(xv) Not to make in the Said Flat any structural additions and / or alterations such as beams columns, partitions, walls etc or improvements of a permanent nature except with the prior approval in writing of the Land Owner and/or any concerned authority:

(xvi) To use the Said Flat or permit the same to be used for **RESIDENTIAL PURPOSES ONLY AND NOT TO USE THE SAME FOR ANY OTHER PURPOSE** which may or is likely to cause any disadvantage, discomfort, nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic,

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gymnasium, godown or as a meeting place or for any manufacturing of industrial activity;

(xvii) Not to raise or put up any kuccha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;

(xviii) To use only those common areas, parts, portions, amenities, facilities as are mentioned in the **THIRD SCHEDULE** hereto, for ingress and egress to and use and enjoyment of the Said Flat, in common with the other occupiers of the building and the PURCHASER shall have no right on any other portion and/or space in the building.

(xix) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;

(xx) Not to obstruct or object to the Land Owner doing or permitting any one to do any construction, alteration or work in the Said Premises and/or the Building,

(xxi) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Flats save as may be permitted by the Association in writing.

(xxii) The PURCHASER shall have only the proportionate right and interest in the common parts of the building .

(xxiii) To regularly and punctually pay and discharge to the Association or the concerned statutory semi government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other

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outgoings in respect of the said Flat and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions, and/or amenities and/or facilities as described under the **THIRD SCHEDULE** hereunder written within the 7th day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of Registration of the Deed of Conveyance whether actual possession of the Said Flat has been taken or not by the Purchaser,

(xxiv) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Association shall be conclusive and final;

(xxv) So long as each Flat in the building is not separately assessed and mutated, the PURCHASER shall from the date of possession be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises to the Land Owner.

(xxvi) After taking delivery of the peaceful vacant possession of the Said Flat, the Purchaser shall take steps to have the Said Flat separately assessed and mutated and the Land Owner will have to provide full co-operation for mutating the Flat in the name of the PURCHASER.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses common to the Purchaser)

1. The costs and expenses of maintaining, redecorating and renewing etc. of the main structure, the demarcated roof, gutters and water pipes and for all

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purposes drains and electric cables and wires, fixtures, fittings and equipment, in under or upon the said building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchaser or used by her in common as aforesaid and the boundary walls of the building, compounds, pumps, reservoir, fire system, electrical and other installations.

2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.

3. Providing and arranging for the emptying receptacles for rubbish,

4. Paying all rates, taxes, duties, charges, assessments and outgoing whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any flat / flats.

5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the

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development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual PURCHASER of any flat.

8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.

9. Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the property.

10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are responsibility of the occupier or PURCHASER of any flat/ unit.

11. The maintenance renewal of the purchased Flat and insurance of equipment as the Association may from time to time consider necessary for carrying out of the acts and things mentioned in this schedule.

12. All such other expenses and outgoing as are deemed by the Association to be necessary for an incidental thereto including Puja subscriptions, litigation or govt. related costs and expenditures, municipality and upliftment expenses etc.

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IN WITNESS WHEREOF THE PARTIES put their signature and hands and seals on the day, month and year as written above.

SIGNED SEALED & DELIVERED
in presence of the following

WITNESSES :

1.

2.

**Signature of the LAND
OWNERS/VENDORS**

1.

2.

**DRAFTED, PREPARED AND COMPUTERIZED
BY ME IN MY OFFICE** under instructions from the Vendor/Owner & the Purchaser on the basis of photocopies of some documents relating to the title of the 'said property' & after full correction, the contents hereof are being read over & explained by me to all the Executants, all of whom duly admit the same to be true & correct

(SIGNATURE OF THE PURCHASER)

**Advocate
JUDGES COURT, HOWRAH
Enrolment No.**

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MEMO OF CONSIDERATION

RECEIVED the aforesaid total sum of **Rs...../- (Rupees Lakhs) only** towards the **total consideration** amount of the "**Second Schedule**" Noted "**Said Flat**" under these presents from the aforesaid **PURCHASER** of the **SECOND PART** on this day in the following manners :-

Srl No.	Date	Particulars of Payment of Consideration	Total Amount of Consideration (In Rs.)
1)			
2)			
3)			
4)			
5)			
		Total Amount of Consideration	Rs...../-

(Rupees Lacks) only

WITNESSES :-

- 1.
- 1.
- 2.
- 2.

**(SIGNATURES OF THE LAND OWNER/
VENDOR)**