

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this th day of February, Two Thousand and Twenty Four (2024)

BY AND BETWEEN

MR. MAINAK BISWAS (PAN – AEKPB6980N, AADHAAR NO. – 2621 3449 6073) son of Late Bireswar Biswas, by faith - Hindu, by nationality – Indian, by Occupation – Retired Person, residing at Premises No. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office – Jodhpur Park, Police Station - Lake, Kolkata – 700068, District – South 24 Parganas, West Bengal representing by his Lawful Attorney **SRI SURAJIT SEN (PAN - AIOPS0025P), (AADHAAR NO. – 5244 4630 8176)**, Son of Late Nripen Sen, aged about 56 years, by faith - Hindu, by occupation – Business, residing at 133, Jodhpur Park, Near Allahabad Bank, Post Office – Jodhpur Park, Police Station – Lake, Kolkata -700068, District – South 24 Parganas, West Bengal by dint of a Deed of GENERAL POWER OF ATTORNEY, which was duly registered on 01./06/2022 before the D.S.R.-V, Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 1630 – 2022., Page from 127678 to 127704, being No. - 163003108 for the year 2022, hereinafter called and referred to as “the **LAND OWNER/VENDOR**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, successors – in - interest, legal representatives and/or assigns) of the **FIRST PART**

-A N D-

..... (PAN –), (AADHAAR NO. –), Son of, by faith -, by Occupation –, by Nationality - Indian, 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 each of his respective heirs, executors,

administrators, successors, successors-in- interest, legal representatives and/or assigns) of the **SECOND PART**;

-A N D-

SEN & SEN INFRAPROJECTS PRIVATE LIMITED (PAN - AANCS1447B), a Company incorporated under the Companies Act, 1956 as amended upto date having its registered office at 1/83 Gariahat Road commonly known as 83 Jodhpur Park, Ground Floor, Post Office – Jodhpur Park, Police Station – Lake, Kolkata - 700068, District – South 24 Parganas, West Bengal, represented by its Director namely **SRI SURAJIT SEN, (PAN - AIOPS0025P) (AADHAAR NO. – 5244 4630 8176)**, Son of Late Nripen Sen, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 133, Jodhpur Park, Near Allahabad Bank, Post Office – Jodhpur Park, Police Station – Lake, Kolkata - 700068, District – South 24 Parganas, West Bengal, hereinafter called and referred to as “the **PROMOTER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors - in - office, administrators, legal representatives and/or assigns) of the **THIRD PART**;

WHEREAS:

- A. Mr. Mainak Biswas ("the Land Owner") is the absolute and lawful owner by law of inheritance of **ALL THAT** piece or parcel of bastu land measuring 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less **TOGETHER WITH** a two storied cemented building admeasuring more or less 2000 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office – Jodhpur Park, Kolkata – 700068 under Police Station – Lake, (Old – Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R – Alipore, District – South 24 Parganas.
- B. The Land Owner Mainak Biswas is willing to develop the aforesaid land and subsequently he made a proposal to the Promoter/Confirming Party herein for construction of a G+4 storied new building by demolishing the existing old building and structures in the said Property described in the Schedule – “A” written hereunder and then the Promoter/Confirming Party herein has agreed to the proposal and terms

and conditions of the Land Owner for the construction of a G+4 storied new building in the said Premises and for the aforesaid reason the Land Owner herein entered into a Development Agreement or Construction Agreement on 1st day of June, 2022 being Deed No. I – 163003107 /2022 with the Promoter/Confirming Party for constructing a new G+4 Storied Building in or upon the premises No.1/25, Gariahat Road, commonly known as 25, Jodhpur Park, P.S.- Lake, Kolkata-700068 in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation (herein after referred to as "the SAID DEVELOPMENT AGREEMENT") with the resources and funds of the Promoter. In terms of the Said Development Agreement dated 1st day of June, 2022 the Promoter allotting to the Land Owner free of cost entire 2nd Floor area and 2 (Two) self-contained residential Flats in the 4th Floor with LIFT facilities and 4 Nos. of Car Parking Space in the Ground Floor as Owner's Allocation and disposing of remaining flats i.e. entire 1st Floor and 3rd Floor along with remaining 4 Nos. of Car Parking Space in the Ground Floor and other spaces in the Ground Floor on Ownership basis to its nominated Purchaser/s as Promoter's shares/allocations.

- C. Subsequently in terms of the said Development Agreement the Promoter has got a building plan sanctioned from the Kolkata Municipal Corporation being **B.S. No. 2022100106 dated** 23-08-2022 (hereinafter referred to as "the SAID PLAN") to construct a G+4 storied building in or upon the Said Premises (hereinafter referred to as "the SAID BUILDING").
- D. That by efflux of time said Promoter/Confirming Party above named, completed construction of G+4 Storied Building upon the land of the said property described in Schedule 'A' herein below and got Completion Certificate case vide no. approval dated from the Kolkata Municipal Corporation and he decided and declared his intention to make outright sale of newly built up portions of his share i.e. Promoter's Allocation in form of Residential Flats, Covered Car Parking Spaces, etc. to the intending/prospective Buyers/Purchasers at the prevailing market price.
- E. That in terms of the said Development Agreement dated 01-06-2022 and a registered General Power of Attorney dated 01-06-2022, the Purchaser after duly inspection and being satisfied with the Sanctioned Building Plan, its measurement, dimensions and all the documents of chain of Title Deeds in connection with the said Property and also

being satisfied with the quality of construction of the said Building, have agreed to Purchase and the Promoter/Confirming Party has agreed to sell out of the Promoter's Allocation as well as by virtue of aforesaid registered General Power of Attorney dated2022 one Residential Flat being Flat No. – on the **Floor**, at **Side** of the building measuring carpet area **Sq. Ft.** more or less corresponding with the Super built up area measuring approx Sq. Ft. more or less consisting with 02 (Two) Bedrooms, 01 (One) Balcony, 01 (One) Drawing cum Dining area, 01 (One) Kitchen, 02 (Two) Toilets comprised within the property with right to use common passages, Stairs, Lift and common right to use the ultimate roof area and also rights to fix and installation of T.V. Antenna or Cable Antenna and AC machines, to take over head Telephone and internet connection with associated essential equipment, to repair, use and/or make service of water tank, pipe lines, to dry wearing apparels, etc., which is morefully describe in the **Schedule "B"** hereunder at consideration money of **RS.**/- (Rupees only), TOGETHER WITH one covered Car Parking Space being **No. -** measuring more or less **135 Sq. Ft.** on the Ground Floor of the building, which is morefully describe in the **Schedule "C"** hereunder written at consideration money of **RS.**/- (Rupees only) and alongwith undivided proportionate impertiable share of the underneath land describe in the Schedule "A" hereunder with other common areas, facilities, utilities etc. describe in the Schedule "D" hereunder at the Premises No. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, under the Police Station – Lake, Kolkata – 700068 in total Consideration Price of (**RS.**/- + **RS.**/-) = **RS.**/- (Rupees only), which has already been paid by the Purchaser to the Promoter/Confirming Party as per memo of consideration stated hereunder below subject to the provisions, terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said consideration money of **RS.**/- (Rupees only) against the said Residential Flat and the said one Covered Car Parking Space duly paid by the Purchaser to the Promoter/Confirming Party (receipt whereof the

Promoter/Confirming Party hereby admit and acknowledge subject to the provision as mentioned hereof) and the Land Owner/Vendor and/or the Promoter/Confirming Party doth hereby grant, sell, transfer, convey, release, assign and assure, free from all encumbrances, attachments, charges, liens, claims, demands, liabilities and trusts whatsoever in favour of the Purchaser absolutely and forever and deliver the khas possession of **ALL THAT** piece and parcel of one Residential Flat being No. on the **Floor**, at **Side** of the building measuring carpet area **Sq. Ft.** more or less corresponding with the Super built up area measuring approx Sq. Ft. more or less consisting with 02 (Two) Bedrooms, 01 (One) Balcony, 01 (One) Drawing cum Dining area, 01 (One) Kitchen, 02 (Two) Toilets comprised within the property with right to use common passages, Stairs, Lift and common right to use the ultimate roof area and also rights to fix and installation of T.V. Antenna or Cable Antenna and AC machines, to take over head Telephone and internet connection with associated essential equipment, to repair, use and/or make service of water tank, pipe lines, to dry wearing apparels, etc. and one Covered Car Parking Space being **No. -.....** measuring more or less **135 Sq. Ft.** on the Ground Floor of the building together with undivided impartible proportionate share of land underneath in the said G+4 storied building lying and situated at Premises No. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, under the Police Station – Lake, Kolkata – 700068, which are morefully written hereunder in Schedule “B” and Schedule “C” respectively and more particularly delineated in colour RED in the annexed plans hereto and herein after called and referred to as “**the SAID FLAT/UNIT**” and “**the SAID CAR PARKING SPACE**” respectively together with undivided proportionate share and interest of the said land of the premises containing an area measuring more or less 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet, which is morefully and particularly described in the Schedule “A” hereunder written free from all encumbrances, liens and attachments whatsoever **TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat/unit as mentioned hereunder together with the right to use and enjoy common areas, facilities, advantages, privileges, common expenses and charges and installations at the said building and all benefits, right, duties and obligations and covenants herein mentioned, which are morefully described in the **Schedule “D” & “E” & “F”** hereunder written in

common with the Land Owner/Vendor and/or Promoter/Confirming Party herein and also with the other owners/occupiers of the other residential flats and other spaces of the building for the purpose of undivided uninterrupted access to and from the said flat/unit.

AND WHEREAS with all rights over the common areas and facilities, stair cases, passages, corridors morefully described in the **Schedule "D"** hereunder written and **TOGETHER WITH** all vertical and lateral supports, easements, advantages, liberties, appendages, appurtenances whatsoever appertaining subject to proportionate payment of all rates, taxes and impositions in respect of the said Flat/Unit so long a body of Owners of the said building registered as Flat/Apartment Owners' Association under the West Bengal Apartment Ownership Act 1972 is not formed subject to the terms and conditions and covenants herein contained.

AND ALL the right, estate, title and interest in property claim and demands whatsoever both in respect of the said proportionate or undivided share in the land and the said Flat/Unit hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the said Flat/Unit and proportionate or undivided share of interest in the land with all common areas and facilities and the inheritance thereof **UNTO AND TO THE USE OF THE** said Purchaser absolutely forever **TOGETHER WITH** absolute right to grant transfer, convey and assign subject to performance and observance of the terms and conditions and covenants herein contained.

AND the Promoter/Confirming Party doth hereby covenant with the Purchaser:-

(1) **THAT** the Purchaser shall and may at all times hereinafter peaceably and quietly hold, possess and enjoy the said Flat/Unit and the said Car Parking Space and the proportionate or undivided share or interest in the said land and the common areas and facilities and every part thereof and receive the rents issues and profits thereof without any lawful eviction, interruption, hindrance, disturbance, claims and demands whatsoever from or by the Land Owner and/or the Promoter/Confirming Party or any person or equitably claiming from through under or in trust for the Land Owner and/or the Promoter/Confirming Party and freely and clearly and absolutely acquitted, exonerated, discharged, saves, harmless, and keep indemnified of and from and against all estates, charges, liens, encumbrances, impence, trust, whatsoever made done or suffered by the Land Owner and/or the Promoter/Confirming Party or any person/s, claiming interest in the said Property.

(2) **AND** further that if the Land Owner and/or the Promoter/Confirming Party and all persons having or lawfully claiming any estate or interest in respect of the said Flat/Unit and the said Car Parking Space **TOGETHER WITH** proportionate or undivided share or interest in land, the Land Owner and/or the Promoter/Confirming Party, lawfully will from time to time and at all times, thereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such further acts, deeds and matters and things whatsoever for better further and more perfectly and absolutely conveying granting and assuring the said Flat/Unit and the said Car Parking Space including proportionate or undivided share or interest in the land and every part thereof unto the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required.

(3) **AND** further that the Purchaser shall be entitled to use and enjoy the common areas or spaces and facilities and pay expenses and charges and acquire privileges and rights and duties and obligations as specified in the **SCHEDULE - "D" & "E" & "F"** respectively hereunder written.

(4) **AND** further that the Purchaser shall maintain the said building by paying maintenance charges per month as will be fixed from time to time through the Promoter/Confirming Party till to sell out the entire Flat/Flats as mutual agreement and calculation with the Purchaser and thereafter through the Flat/Apartment Owners' Association of the said building by recording his name as member of the said Association and the Land Owner and/or the Promoter/Confirming Party shall indemnify the Purchaser for any loss in future or for defect of any title.

(5) The Promoter/Confirming Party hereby further covenant with the Purchaser and declare that :-

i) The Promoter/Confirming Party or any person or persons having or lawfully claiming any estate or interest in the property conveyed hereby or times hereinafter at the request and costs of the Purchaser do and execute all such acts, deeds and things whatsoever for further better or more perfectly assuring the property conveyed or every part thereof unto and to the Purchaser as may be reasonably required by the Purchaser. The Purchaser shall have right to use the said Flat at his own choice only for residential use.

ii) The Promoter/Confirming Party shall produce the xerox copies of the title deeds or connected records of the land of the said property and/or copy of sanctioned plan or such other documents as are in the custody of the Promoter/Confirming Party pertaining to the said

Flat/Unit and the said Car Parking Space at all reasonable request and costs of the Purchaser or any person or persons lawfully and equitably claiming through the Purchaser and similarly at the cost of the Purchaser shall produce the original copies of Deed etc. and also deliver or cause to be delivered attested true copies or photo copies or extract from of any part of the Deed, Sanctioned Plan and/or any documents as aforesaid and in the meantime shall take every steps to preserve the same.

iii) The Land Owner and/or the Promoter/Confirming Party have not encumbered the Property in any way or knowingly done anything affecting the title, right or interest in the Property conveyed hereby and shall indemnify and indemnified the Purchaser for all losses and damages which the Purchaser may suffer.

iv) That the Purchaser shall have proportionate or undivided and impartable share in the common areas and facilities as described in the **SCHEDULE "D"** below and enjoy the same as per rules and regulations as will be framed by the Flat/Apartment Owners' Association, formed in accordance with the procedure described hereinafter in additions to certain rights and duties and privileges and obligations described in the **SCHEDULE "F"** below, without limiting generally of the easement rights.

v) That if any error or mistake in the description of the said Property and the said Flat/Unit and the said Car Parking Space discovered subsequently, will be corrected by the Promoter/Confirming Party by executing necessary rectification deeds/declaration deeds in favour of the Purchaser in any future time whatsoever with the exclusive costs and expenses of the Purchaser. The Purchaser shall make all arrangements for mutation of his name in the assessment register or in the record of the Kolkata Municipal Corporation in respect of the said Flat/Unit and said Car Parking Space and the Promoter/Confirming Party shall have no objection to that.

vi) The said Flat/Unit hereby transferred and conveyed that there is no arrear of taxes in respect of the land and all the taxes have been paid in respect thereof till the delivery of possession of the said Flat/Unit and the said Car Parking Space.

vii) The Promoter/Confirming Party has already handover a copy of the Completion Certificate to the Purchaser.

AND THE PURCHASER DO HEREBY COVENANT WITH THE PROMOTER/CONFIRMING PARTY AS FOLLOWS:-

- i) That the Purchaser has agreed to purchase the said Flat/Unit and the said Covered Car Parking Space after satisfied with the construction quality of the Building.
- ii) That the Purchaser has agreed to purchase the said Flat/Unit and the said Covered Car Parking Space after duly inspection as well as being satisfied with the Sanctioned Building Plan, its measurement, dimensions and all the documents relating to the right, title and interest of the Land Owner in the said property and the documents relating to the chain of Title Deeds in connection with the said Property.
- iii) That the Purchaser shall contribute proportionate cost to keep and maintain the said common areas, space or spaces and facilities jointly with other co-owners/occupiers and the Purchaser will maintain at his own costs the said Flat/Unit and the said Car Parking Space in good repair and habitable condition including water pipe, water connection, all fixtures and fittings and the separate electric meter of the said Flat/Unit.

PROVIDED ALWAYS that the Purchaser shall abide by the terms and conditions, managements and maintenance etc. set out in the Schedule below and shall proportionately discharge all the liabilities of common expenses as morefully described in the **Schedule “E”** below.

-:: SCHEDULE “A” ABOVE REFERRED TO ::-

(Description of the Total Property)

ALL THAT piece or parcel of land measuring 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less **TOGRTHER WITH** a two storied cemented building admeasuring more or less 2000 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office – Jodhpur Park, Kolkata – 700068 under Police Station – Lake, (Old – Tollygunge) within Kolkata Municipal Corporation under Ward No. 093, under jurisdiction of the office of the A.D.S.R – Alipore, District – South 24 Parganas, which is butted and bounded on the:-

NORTH :- Premises No.1/18, Gariahat Road.
SOUTH :- 40 ft. wide K. M. C. Road.
EAST :- Premises No.1/26, Gariahat Road.
WEST :- Premises No.1/24, Gariahat Road.

--: SCHEDULE "B" ABOVE REFERRED TO :-

(Description of the Flat/Unit hereby sold)

ALL THAT exclusive ownership and possession of a self contained one Residential Flat being Flat No. on the **Floor**, at **Side** of the building measuring **carpet area** **Sq. Ft.** more or less corresponding with the Super built up area measuring approx **Sq. Ft.** more or less consisting with 02 (Two) Bedrooms, 01 (One) Balcony, 01 (One) Drawing cum Dining area, 01 (One) Kitchen, 02 (Two) Toilets comprised within aforesaid Schedule – "A" Property with right to use and enjoy common passages, Lobbies, Stairs, Stair Case Landings, **with Lift facility** and common right to use the ultimate roof area and also rights to fix and installation of T.V. Antenna or Cable Antenna and AC machines, to take over head Telephone and internet connection with associated essential equipment, to repair, use and/or make service of water tanks, pipe lines, to dry wearing apparels, etc. at the aforesaid G+4 storied building lying and situated at Premises No. – **1/25, Gariahat Road**, commonly known as **25, Jodhpur Park**, under the Police Station – Lake, Kolkata – 700068, District – South 24 Parganas, under Ward No. **093**, within the jurisdiction of the Kolkata Municipal Corporation together with undivided, proportionate, impartible share in the land underneath of the aforesaid Schedule "A" Property as well as the right to use the common parts and portions of the said holding along with all rights of easements, privileges, amenities, appurtenances attached thereto delineated in the map or plan annexed hereto with border **RED** being butted and bounded as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SCHEDULE "C" ABOVE REFERRED TO

(Description of the Covered Car Parking Space hereby sold)

ALL THAT exclusive ownership and possession of one Covered Car Parking Space being **No. -** measuring more or less **135 Sq. Ft.** (One Thirty Five) on the Ground Floor in the said building, lying and situated at Premises No. – **1/25, Gariahat Road** commonly known as **25, Jodhpur Park**, Police Station – Lake, Kolkata – 700068, District –

South 24 Parganas, under Ward No. **093**, within the jurisdiction of the Kolkata Municipal Corporation together with undivided, proportionate, impartible share in the land underneath of the aforesaid Schedule “A” Property as well as in common parts and portions of the said holding along with all rights of easements, privileges, amenities, appurtenances attached thereto delineated in the map or plan annexed hereto with border **RED** being butted and bounded as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SCHEDULE “D” ABOVE REFERRED TO
(Common Areas, Facilities, Parts & Portions)

1. Stair, Stair Case and Stair Case Landing on all the floors.
2. Use of Lift, Lift well and Lift plant installation and Lift Room and Lift landing on all the floors.
3. Common passages and entrance lobby and other lobbies on all the floors and drive ways and back spaces and lobbies on the ground floor excluding Car Parking Spaces on the Ground Floor and excluding one Caretaker Room in South-West Corner side on the Ground Floor.
4. Water pump, semi-under ground water reservoir, over head water tank, water pipes and the other common plumber’s installation and common sanitary fittings, septic tank, Two Common toilet in ground floor and One Common toilet in ultimate terrace area, etc.
5. Drainages and Sewerages.
6. Boundary wall and main entrance gate and ultimate roof top gate.
7. Main electrical wirings and others common wirings, Meter Box, Meter and common electrical installation and fittings.
8. Such other common parts, areas, equipments, installation, fixtures and fittings and spaces in or about the said building as are necessary for passage, user and occupation of the said Flat/Unit and the said Car Parking Space.

SCHEDULE "E" ABOVE REFERRED TO

(Common Expenses for maintenance of common portions)

- (1) Cost and expenses for maintaining, repairing, decorating, renovating etc. of the main structures and in particular road, shutters and drains, water pipes, electric wires in under or upon the building and enjoyed and used by the Purchaser in common with other owners/occupiers of the building and main stair-case, entrance, passage, landing and boundary walls and compounds etc.
- (2) Cost of cleaning and lighting the passages, landings, stair-cases, main entrance and other common parts of the building as enjoyed and used by the Purchaser in common as aforesaid.
- (3) The salaries and other expenses if any, of all persons employed for the common purposes.
- (4) The expenses and deposit for supplies of common utilities to the co-owners in the building.
- (5) Costs and expenses of establishment/formation and preparations of the Flat/Apartment Owner's Association relating to the common purposes.
- (6) All official and administrative or overhead expenses incurred for the common purposes.
- (7) All other expenses and outgoing as are deemed necessary or incidental for the common purposes including for creating a fund for replacement, renovation, repair, painting and/or periodic repairing of the common portions including all sorts of capital expenditure portions for the common purposes of upkeep of the building.
- (8) The cost of the salaries of Clerks, Bill Collectors, Chowkidars, Caretakers, Darwans, Sweepers etc.
- (9) Cost of working and maintenance of water pumps, electric installations and other lights, services, charges, outgoings, Municipal Corporation levies or taxes for the common areas, parts and portions.
- (10) Such Costs & Expenses hereinabove mentioned shall be borne by the Purchaser as a proportionate share with regard to the area purchased by the Purchaser.
- (11) The aforesaid all the common expenses must be paid by the Purchaser to the Promoter/Confirming Party till formation of the Flat/Apartment Owners' Association.

SCHEDULE "F" ABOVE REFERRED TO

(Certain rights, duties, privileges, enjoyments and obligations of the Purchaser)

1) **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:-** Upon the Purchaser fulfilling his obligations and covenant hereunder the Land Owner/Vendor and/or the Promoter/Confirming Party and upon its formation the Flat/Apartment Owners' Association shall manage, maintain and control the common areas and facilities and do all the acts, deed things as be necessary or expedient for the common purpose and the Purchaser shall co-operative with the Flat/Apartment Owners' Association therefore and shall pay to the Promoter/Confirming Party and/or Flat/Apartment Owners' Association or to the agent of them, the common expenses as determined by mutual agreement and calculation and/or sufficient to meet with such expenses and contingencies. The Flat/Apartment Owners' Association may frame such rules and regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the building as the Land Owner/Vendor and/or the Promoter/Confirming Party and upon its formation the Flat/Apartment Owners' Association may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser shall observe and abide by the same and shall not be anything whereby the same may be violated.

2) **USE OF THE SAID FLAT/UNIT AND THE COMMON PORTIONS.**

The Purchaser shall do the following :-

- a) The Purchaser shall use the said Flat at his own choice for Residential purposes only.
- b) The Purchaser shall keep at his own costs and expenses the said Flat/Unit and every parts thereof and fixtures and fittings therein with properly paint and in such good repairs and also in neat and clean conditions and as a decent and respectable place.
- c) The Purchaser shall use the said Flat/Unit and all the common portions carefully peacefully and quietly and in the manner reasonably indicated herein or in rules framed by the Flat/Apartment Owners' Association for the user thereof.
- d) The Purchaser shall maintain and/or keep his servant/s at his own risks and costs inside the said Flat/Unit only.
- e) While using the said Flat/Unit or any part thereof or the common areas or facilities or otherwise the Purchaser shall not do any of the following acts, deeds and things :-
 - i) Injure, harm or damage the common portions and/or any other Flats/Units in the building or making any alterations or withdrawing any support or otherwise.

- ii) Alter any other portion, elevation or outer colour scheme of the said Flat/Unit and/or the Building.
- iii) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portions.
- iv) Place or cause to be placed any article or subject to the outside of windows of the said Flat/Unit and Carry on or cause to be carried on any obnoxious injuries, noisy, dangerous, hazardous, illegal or immoral activity in the said Flat/Unit as well as anywhere in the Building.
- v) Do or permit anything to be done which is likely to cause nuisance or annoyance to the owners/occupants of the other Flats/Units in the building.
- vi) Put or affix any signboards, name plate, letter box or other things or other similar articles in any of the common portion or on outside or inside walls of the common parts and portion of the building save at the place as be approved by the Land Owner/Vendor and/or the Promoter/Confirming Party provided that nothing herein shall prevent the Purchaser from displaying a name plate outside the main entrance/gate of his own Flat/Unit.
- vii) Keep any heavy articles or things, which will damage the floor or operate any machine, save and except those, are required for usual domestic purposes and/or internal repair and renovation.
- viii) Make any such structural additions or alterations the said Flat/Unit or any part thereof which affect the structural stability of the building.

3) ADDITION, ALTERATION/MODIFICATION IN STRUCTURE OF THE BUILDING:-

The Purchaser has no right to addition and alteration/modification in the said Flat/Unit and also in the internal structure of the building (including columns, beams and floor slab) and if so desired and/or required, then the Purchaser shall have to take prior permission from the Promoter/Confirming Party and the Flat/Apartment Owners' Association before doing such type of addition and alteration/modification whatsoever regarding any type of internal structure and external structure of the Flat/Unit as well as in the Building. The Purchaser can do any wooden structure and any kind of wood works or interior decoration inside his Flat/Unit only without causing any damage of internal part and external part of the building.

IN WITNESSES WHEREOF the Parties have put their respective signatures and seals on the day, month and year first above written.

SIGNED, SEALED and DELIVERED

in the presence of :

WITNESSES :

1. **Signature of the VENDOR as
Constituted Attorney of the Land
Owner namely MAINAK
BISWAS.**

2. **Signature of the PURCHASER.**

**Signature of the PROMOTER/
CONFIRMING PARTY**

***DRAFTED, PREPARED AND
COMPUTERISED IN MY OFFICE***

***KRISHNENDU DE
ADVOCATE, Reg. No. F/1207/08
BAR ASSOCIATION ROOM NO. 16
HIGH COURT AT CALCUTTA.
Mob. – 9830015029.***

MEMO OF CONSIDERATION

Received from within name of the Purchaser a sum of **RS.**/-
(**Rupees**) only for the said Flat/Unit and the said One
Car Parking Space. Particulars of which are as follows:-

<u>Sl.</u>	<u>BANK</u>	<u>CHEQUE NO.</u>	<u>DATE</u>	<u>AMOUNT(RS.)</u>
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WITNESSES :

1.

2.

**Signature of PROMOTER/
CONFIRMING PARTY**