

DEED OF CONVEYANCE

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

-BETWEEN -

(1) SMT CHABI MONDAL, (PAN CSFPM2591D), wife of late Sailen Mondal, **(2) SRI SOMNATH MONDAL, (PAN BSJPM7824A)**, son of late Sailen Mondal, **(3) SMT SANGITA MONDAL, (PAN CSCPM3338R)**, daughter of late Sailen Mondal, all by nationality – Indian, all by faith – Hindu, all are residing at Salua, P.O. Rajarhat Gopalpur, P.S. Airport, Kolkata- 700136 District : North 24-Parganas, **(4) SMT. PRATIMA MONDAL (PAN CHLPM1212L)**, wife of late Anil Mondal **(5) SRI BISWANATH MONDAL (PAN ALJPM0235B)**, son late Anil Mondal, **(6) SMT RUPA DAS (PAN CYBPD9818E)**, wife of Sri Ashok Das (daughter of late Anil Mondal) and **(7) SRI MRITUNJOYMONDAL (PAN BRRPM3914D)**, son of late Kanailal Mondal, all by nationality Indian, all by faith – Hindu, all residing at Salua, P.O.- Rajarhat Gopalpur, Police Station- Airport, Kolkata-700 136, **(8) SMT. MIRA NASKAR (PAN : BXRPN7995J)**, wife of Late Jesthya Naskar, **(9) SRI SOUMEN NASKAR (PAN : AGEPN7775M)**, son of Late Jesthya Naskar, all by faith–Hindu, all having residence at Solua Mondal Para, Post Office – Rajarhat Gopalpur, Police Station– Airport, Kolkata – 700 136, District : North 24-Parganas.

All hereinafter jointly referred to as the **VENDORS** (which expression unless repugnant to the context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

In context of this Indenture, the constituted attorneys of Vendor nos. 1 to 8 are **(1) SRI YOGESH KUMAR ROHRA (PAN : ADKPR3778D)**, son of late Tirath Das Rohra, **(2) SRI SONU ROHRA (PAN : AIRPR2484C)**, son of Sri Harish Kumar Rohra, **(3) SRI NILESH KUMAR ROHRA (PAN : ARUPR3837P)**, son of Sri Ashok Kumar Rohra, all by nationality Indian, all by faith – Hindu, all residing at 73, Bangur Avenue, Block ‘C’, P.O. Bangur, P.S. Laketown, Kolkata – 700 055, by virtue of the power of attorney executed on 27.04.2022 registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages 93630 to 93651, Being No. 150401842 for the year 2022.

The constituted attorneys of Vendor nos. 4 to 7 are **(1) SRI YOGESH KUMAR ROHRA (PAN : ADKPR3778D)**, son of late Tirath Das Rohra, **(2) SRI SONU ROHRA (PAN : AIRPR2484C)**, son of Sri Harish Kumar Rohra, **(3) SRI NILESH KUMAR ROHRA (PAN : ARUPR3837P)**, son of Sri Ashok Kumar Rohra, all by nationality Indian, all by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', P.O. Bangur, P.S. Laketown, Kolkata – 700 055, by virtue of the power of attorney executed on 10.11.2020 registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2020, Pages 82371 to 82405, Being No. 150401810 for the year 2020.

The constituted attorneys of Vendor nos. 8 and 9 are **(1) SRI YOGESH KUMAR ROHRA (PAN : ADKPR3778D)**, son of late Tirath Das Rohra, **(2) SRI SONU ROHRA (PAN : AIRPR2484C)**, son of Sri Harish Kumar Rohra, **(3) SRI NILESH KUMAR ROHRA (PAN : ARUPR3837P)**, son of Sri Ashok Kumar Rohra, all by nationality Indian, all by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', P.O. Bangur, P.S. Laketown, Kolkata – 700 055, by virtue of the power of attorney executed on 03.03.2021 registered with the office of Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2021, Pages 99531 to 99562, Being No. 190401859 for the year 2021.

A N D

“MESSRS TIRATH PROJECTS PVT. LTD” (PAN : AAECT8636L), a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block 'C', Post Office – Bangur, Police Station – Lake Town, Kolkata – 700 055, hereinafter called and referred to as the **“DEVELOPER”** (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART**.

The company is represented by its directors, **(1) SRI YOGESH KUMAR ROHRA (PAN : ADKPR3778D)**, son of late Tirath Das Rohra, **(2) SRI SONU ROHRA (PAN : AIRPR2484C)**, son Sri Harish Kumar Rohra and **(3) SRI NILESH KUMAR ROHRA (PAN : ARUPR3837P)**, son Sri Ashok Kumar Rohra, all by faith – Hindu, all having residence at 73, Bangur Avenue, Block 'C', Post Office –Bangur, Police Station – Lake Town, Kolkata – 700 055.

AND

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

WHEREAS:

1. By a deed of sale executed on **26.02.1993** made between one Lal Mohammad Mondal and Golam Mostafa, referred to therein as vendors of the one part, one Baks Piyada Mondal and Md. Sukur Mondal referred to therein as Confirming Party and Sri Anjan Kumar Ghosh and Sri Arindam Ghosh, referred to therein as purchasers of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Being No. **1476** for the year 1993, the said vendors therein, for the consideration therein, sold, assigned and assured to the purchaser therein, **ALL THAT** the land measuring about **03** cottah **08** Chittack in Mouza – Salua, J.L. No. 3, Touzi No. 2998, R.S. No. 109, R.S. and L.R. Dag No. 272, R.S. Khatian nos. 151, 311/1 and 68, having as Municipal Holding Nos. 74, within ward No. 04, under the Jurisdiction of Bidhannagar Municipal Corporation (previously Rajarhat–Gopalpur Municipality), PIN : 700136, District : North 24-Parganas Present Khatian No. 1866.

2. By a deed of sale executed on **26.02.1993** made between one Lal Mohammad Mondal and Golam Mostafa, referred to therein as vendors of the one part, one Baks Piyada Mondal and Md. Sukur Mondal referred to therein as Confirming Party and Sri Alope Kumar Ghosh and Sri Shyam Sundar Ghosh, referred to therein as purchasers of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume no. 32, Pages from 126 to 136, Being No. **1475** for the year 1993, the said vendors therein, for the consideration therein, sold, assigned and assured to the purchaser therein, **ALL THAT** the land measuring about **05** cottah **10** Chittack in Mouza – Salua, J.L. No. 3, Touzi No. 2998, R.S. No. 109, R.S. and L.R. Dag No. 272, R.S.

Khatian nos. 151, 311/1 and 68, having as Municipal Holding Nos. 140, 03 (4/3318), within ward No. 04, under the Jurisdiction of Bidhannagar Municipal Corporation (previously Rajarhat–Gopalpur Municipality), PIN : 700136, District : North 24-Parganas Present Khatian No. 1868, 1869.

3. By a Deed of Gift executed on **22.03.2002** made between one Sri Arindam Ghosh, referred to therein as Donor of the First Part, one Alope Kumar Ghosh and Arindam Ghosh, referred to therein as Donee of the Second Part and Sri Anjan Kumar Ghosh, referred to therein as Confirming Party therein, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Being No. **150402265** for the year 2003, the said Donor therein, for the consideration therein, gifted, assigned and assured to the Donee therein, ALL THAT the land measuring about **01** cottah **12** Chittack in Mouza – Salua, J.L. No. 3, Touzi No. 2998, R.S. No. 109, R.S. and L.R. Dag No. 272, R.S. Khatian nos. 68, having as Municipal Holding Nos. 140, 03 (4/3318), within ward No. 04, under the Jurisdiction of Bidhannagar Municipal Corporation (previously Rajarhat–Gopalpur Municipality), PIN : 700136, District : North 24-Parganas Present Khatian No. 1868, 1869.

4. By a deed of sale executed on **18.07.2008** made between one Sukur Ali Piyada, referred to therein as vendor of the one part, one and Smt. Sushmita Ghosh and Chandana Ghosh, referred to therein as purchasers of the other part, registered with the office of District Sub-Registrar-II, North 24-Parganas and recorded in Book No. I, Being No. **1698** for the year 2009, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchasers therein, ALL THAT the land measuring about **01** cottah **15** Chittack **05** square feet in Mouza – Salua, J.L. No. 3, Touzi No. 2998, R.S. No. 109, R.S. and L.R. Dag No. 272, R.S. Khatian nos. 311 and 365, having as Municipal Holding Nos. 269 & 270, within ward No. 04, under the Jurisdiction of Bidhannagar Municipal Corporation (previously Rajarhat–Gopalpur Municipality), PIN : 700136, District : North 24-Parganas Present Khatian No. 1867, 1870.

5. **SMT CHABI MONDAL, SRI SOMNATH MONDAL, SMT SANGITA MONDAL,** vendor nos. 1 to 3 therein, entered on 25.04.2022 into a development agreement with Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring **04** cottah **12** Chittack **13** Square feet as aforesaid for the terms and

conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages from 92737 to 92781, Being No. 150401818 for the year 2022.

6. **SMT CHABI MONDAL, SRI SOMNATH MONDAL, SMT SANGITA MONDAL,** vendor nos. 1 to 3 therein, executed on 27.04.2022 a Development Power of Attorney in favour of Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring about **04 cottah 12 Chittack 13** Square feet as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages from 93630 to 93651, Being No. 150401842 for the year 2022.

7. **SMT. PRATIMA MONDAL, SRI BISWANATH MONDAL, SMT RUPA DAS, SRI MRITUNJOYMONDAL** vendor nos. 4 to 7 therein, entered on 06.11.2020 into a development agreement with Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring **13.66 decimal** as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages from 92737 to 92781, Being No. 150401818 for the year 2022.

8. **SMT. PRATIMA MONDAL, SRI BISWANATH MONDAL, SMT RUPA DAS, SRI MRITUNJOYMONDAL** vendor nos. 4 to 7 therein, executed on 10.11.2020 a Development Power of Attorney in favour of Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring about **13.66 decimal** as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, Volume No. 1504-2020, Pages from 82371 to 82405, Being No. 150401810 for the year 2020.

9. **SMT. MIRA NASKAR, SRI SOUMEN NASKAR** vendor nos. 8 to 9 therein, entered on 11.02.2021 into a development agreement with Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring **04 cottah** as aforesaid

for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2021, Pages from 60042 to 60095, Being No. 190400939 for the year 2021.

10. **SMT. MIRA NASKAR, SRI SOUMEN NASKAR** vendor nos. 8 to 9 therein, executed on 27.04.2022 a Development Power of Attorney in favour of Messrs Tirath Project Pvt. Ltd., the developer, for developing their land measuring about **04** cottah as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2021, Pages 99531 to 99562, Being No. 190401859 for the year 2021.

11. The Developer herein named the Complex '**TIRATH EXOTICA**' and the Complex has now popularly come to be known by the said name. The expression '**TIRATH EXOTICA**' wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by Owner/ Developer herein thereon.

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

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

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

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

shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Section A and Section B** of the **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

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

1) The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

2) The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

3) The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.

4) The Purchaser'/s' undivided proportionate interest is impartible in perpetuity.

5) The Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

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

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

1) The Purchasers admits and accepts that the DEVELOPER and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2) The Purchaser has understood the concept, layout and scheme of BHAWANI MANSION to comprise of Blocks and that all facilities and amenities in all Blocks shall be jointly enjoyed by the purchaser of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common

parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Developer shall be permitted in perpetuity.

3) The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

i. To Co-Operate With The Other Co-Purchaser/s and the **DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii. **TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii. **TO ALLOW** the **DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv. **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v. **TO DEPOSIT** the amounts reasonably required with the **DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi. **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii. **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

viii. **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

ix. **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

x. **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

xi. **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

xii. **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

xiii. **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

xiv. **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

xv. **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

xvi. **NOT TO** install grills the design of which have not been suggested or approved by the Architect.

xvii. **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

xviii. **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **DEVELOPER** subject to approval by the concerned authority.

xix. **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **DEVELOPER** and/or any concerned authority.

xx. **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

xxi. **NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.

xxii. **NOT TO** raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/ **roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

xxiii. **NOT TO** raise any objection in the event the Developer herein adds and/or amalgamates any other land or property in the surroundings to the Schedule property and the said additional/amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.

xxiv. **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

xxv. **NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

xxvi. **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **DEVELOPER**.

xxvii. **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

xxviii. **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.

xxix. **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxx. **NOT TO** claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Developer exercising its right to deal with the same.

xxxi. **NOT TO** place any signboard, hoarding, and signage on the outer and/or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

xxxii. To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

xxxiii. The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-

(a) To park a Medium Sized Motor Car only.

(b) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.

(c) Not to keep in the car parking space, anything other than private motor car

(d) Not raise or put up any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before.

(e) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.

(f) Not to claim any right whatsoever over and in respect of the Car parking spaces.

(g) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.

(h) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.

(i) To pay all rates, taxes assessments in respect of the Car Parking Space.

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

ALL THAT the homestead land measuring about measuring more or less **17 Cottahs 00 Chittaks 33 Sq. ft** along with the building standing thereon together with all easement right appertaining thereto lying and situate at Mouza – Salua, Police Station – Airport, J.L. No. 3, Touzi No. 2998, R.S. No. 109, R.S. and L.R. Dag No. 272, R.S. Khatian nos. 151, 311/1 and 68, L.R. Khatian Nos. 1869, 1868, 1866, 1870, 1867, having as Municipal Holding Nos. 269, 270, 140, 03 (4/3318), within ward No. 04, under the Jurisdiction of Bidhannagar Municipal Corporation (previously Rajarhat–Gopalpur Municipality), PIN : 700136, District : North 24-Parganas and butted and bounded by ;

ON THE NORTH : by 30 feet wide Municipal Road

ON THE SOUTH : by Landed property under Dag nos. 270 and 269

ON THE EAST : by Landed property under Dag nos. 272

ON THE WEST : by Landed property under Dag nos. 270 and 269

**THE SECOND SCHEDULE ABOVE REFERRED TO
(FLAT AND/OR UNIT)**

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

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)
(COMMON PARTS and PORTIONS)**

SECTION A (COMMON PARTS and PORTIONS in the COMPLEX)

1. The foundation columns beams support corridors lobbies stair stairways landings entrances exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
4. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular flat/unit/apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lift with all machineries accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.

7. Electrical sub-station, electrical control panels and accessories, subject to necessary permissions.
8. Water pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and rooms/space therefore.
10. Drainage and sewerage evacuation pipes from the units to drains and sewers common to the new building.
11. Outer walls of the new building, foundation walls, boundary walls and main gate to the new building and the premises.
12. Overhead water tank and underground water reservoir with distribution pipes there from connecting to different units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the flat/unit/apartment as are necessary.
14. Lift in each block.

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

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

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

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

1. **MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the common areas and installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the new building) gutters and water pipes, drains and electric cables and wires in under or upon the new building, staircase of the new building and the boundary walls of the new building.
2. **OPERATIONAL** : All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the new building and keeping the adjoining side space in good and repaired conditions.
3. **STAFF** : The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill-collector, liftman, darwans, sweepers, caretakers, electrician plumbers and other persons)
4. **ASSOCIATION** : Establishment and all other expenses of the association or holding organization (including its formation) and also similar expenses of the vendor or any agency looking after the common purposes until handing over the same to the association.

5. TAXES : Municipal/Panchayet/BLL&RO and other rates, sales tax, VAT, service Tax and other taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
6. COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the vendor and/or the association or holding organization for the common purposes.

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

The purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said unit which are hereinafter specified excepting and reserving UNTO AND TO THE vendor and other persons deriving right, title and/or permission from the vendor and the association, upon its formation, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the sixth schedule hereunder written.

- i. The right of access and use of the common areas and installations in common with the vendor and/or other co-owners of the new building or the said premises and all persons permitted by the vendor as the case may be and for normal domestic purposes connected with the use of the said unit.
- ii. The right of protection of the said unit by and from all other parts of the new building so far as they now protect the same.
- iii. The right of flow in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in under or over the other parts of the

new building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said unit.

iv. The right of the purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, as aforesaid in so far as such rebuilding repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases, excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the purchaser' intention so to enter to the vendor or the association, upon its formation and the co-owner affected thereby.

All the above easements are subject to and conditional upon the purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the purchaser to be observed and performed hereunder.

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

SIGNED SEALED AND DELIVERED

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

1.

2.

SIGNED SEALED AND DELIVERED

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

1.

2.

SIGNATURE OF THE PURCHAER/S

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of :

1.

2.

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