DEED OF CONVEYANCE

THIS INDENTURE made this

day of _____ Two

Thousand and Twenty-four (2024)

BY AND BETWEEN

Exclusive Homes Pvt. Ltd.

Director

- (1) SMT. SUNANDA HALDER, (PAN ACEPH5598N), wife of Arup Halder, by Occupation Housewife,
- (2) SRI ANIRBAN HALDAR, (PAN ABYPH5114K), son of Late Dilip Kumar Haldar, by Occupation Business

AND

- (3) SMT. SUKANYA BANERJEE, (PAN ASHPB6627R) daughter of Late Dilip Kumar Haldar, by Occupation Teacher,
- **(4) SRI RABINDRANATH HALDAR, (PAN AABPH5206J),** son of Late Ajit Kumar Haldar, by Occupation Retired,
- **(5) SRI SOMNATH HALDER, (PAN AAZPH5790F),** son of Late Amiya Madhab Haldar, by Occupation Retired,
- **ALL (1) to (5)** are residing at 47, Gurupada Haldar Road, P.O. & P.S. Kalighat, Kolkata 700 026, District South 24-Parganas,
- (6) SRI GOUTAM BHATTACHARYA, (PAN AEBPB8363E), (Aadhaar No. 8975 6466 0421), son of Late Dinendra Nath Bhattacharya, husband of deceased Mohua Bhattacharya, by Occupation Business

AND

- (7) MISS ARUNIMA BHATTACHARJEE, (PAN EFLPB6464K), daughter of Sri Goutam Bhattacharya and Late Mohua Bhattacharya, by Occupation Student,
- **Both (6) & (7)** are residing at 'Kalyani Villa', Nivedita Road, Pradhan Nagar, P.O. Pradhan Nagar, P.S. Pradhan Nagar, Pin 734 003, District Darjeeling, West Bengal,

ALL are by faith – Hindu, by Nationality – Indian, hereinafter collectively called and referred to as the "OWNERS/VENDORS/FIRST PARTIES" (which expression unless repugnant to the context shall mean and

include their heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **FIRST PART.** All the **OWNERS/VENDORS** are hereby represented by their Constituted Lawful Attorney

EXCLUSIVE HOMES PVT. LTD., (PAN - AAACE6978Q), a company incorporated under the Indian Companies Act, 1956, and having its registered office at No. 5, Garcha 1st Lane, P.O. Ballygunge, P.S. Gariahat, Kolkata – 700019, represented by

- (1) its Director SRI SHIVAJI TALUKDAR, (PAN ABIPT7251M), (Aadhaar No. 5298 3468 7189), son of Late Jitesh Chandra Talukdar, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 84, N.D. Block E, New Alipore, P.O. & P.S. New Alipore, Kolkata 700053,
- (2) and Authorised Signatory SRI CHIRADEEP BHATTACHARYA, (PAN AHTPB0194Q), (Aadhaar No. 5344 5713 6448), son of Late Chiranjeeb Bhattacharya, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata 700040, by virtue of a registered Supplementary Development Agreement alongwith Power of Attorney dated ____.03.2022, registered in the Office of District Sub-Registrar IV, Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1604-2022, Pages from ______ to _____, Being No. 160400_____ for the year 2022

AND

(1)	, (PAI	N –),), (Aadhaar No				
), son of	, by Faith –	, both by				
Occupation	, by	Nationality - Indian	n, residing at				
	, Post Office -	, Police Statio	n ,				
District	, Pin – _	, State	and (2)				
	, (PAN	- <u> </u>	(Aadhaar No.				
), son of	, by Faith – .	, both by				

Occupation	-		,	by	Natio	onality	_	Indiar	ı, r	esidin	g at
		, Pos	t Of	fice -		, P	olice	Statio	n		,
District		, Pin			_ , S	tate		, h	erein	after j	ointly
called and	refer	red to	as	the	"PUF	CHAS	ERS	ALLO	TTE	ES" (which
expression	shall	unless	exc	luded	l by	or rep	ugna	ant to	the	conte	xt be
deemed to r	nean	and inc	lude	their	r lega	l heirs,	, exe	cutors,	adn	ninistr	ators,
representati	ves, s	uccesso	rs a	nd as	signs) of the	SEC	OND I	PART	•	

AND

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- (1) its Director SRI SHIVAJI TALUKDAR, (PAN ABIPT7251M), (Aadhaar No. 5298 3468 7189), son of Late Jitesh Chandra Talukdar, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 84, N.D. Block E, New Alipore, P.O. & P.S. New Alipore, Kolkata 700053,
- (2) and Authorised Signatory SRI CHIRADEEP BHATTACHARYA, (PAN -**AHTPB0194Q)**, (Aadhaar No. 5344 5713 6448), son of Late Chiranjeeb Bhattacharya, by faith Hindu, by Occupation - Business, by Nationality -Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata 700040. hereinafter called and referred to the as "PROMOTER/DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof include, its' Legal Representatives, Office Bearers, Administrators, Representatives, Successor in title and the assigns) of the **THIRD PART**.

WHEREAS:

A. One Babu Gurupada Haldar was, inter alia, seized and possessed of the Said Premises as the full and absolute owners thereof.

- B. By a Deed of Mourasi Mokarari Patta executed on 20th July, 1921 and registered on 4th August, 1921 and recorded in Book No. 1 being Deed No. 3569 for the year 1921 and registered in the Office of the Registrar of Assurance, Calcutta the said Gurupada Haldar transferred, assigned and assured several immovable properties including the Premises Nos. 47, Gurupada Haldar Road, P.S. Kalighat, Kolkata 700 026 and 48/1, Gurupada Haldar Rol, P. S. Kalighat, Kolkata 700 026 unto and in favour of his wife Smt. Sukumari Devi in lieu of loan taken by Gurupada Halder from his wife Smt. Sukumari Devi out of her Stridhan amounting to Rs. 2,57,000/- together with interest accrued thereon subject to the undertaking of payment of municipal rates and taxes of the land revenue month by month and every month on the conditions more particularly contained in the said Deed.
- C. The said Smt. Sukumari Devi died sometime in or about 26th July, 1956 leaving behind her Last Will and Testament dated 31st January, 1956 and appointed her sons and the grand-sons of her pre-deceased son as the Executors and Trustees of her said Last Will and Testament and left and bequeathed her properties unto and in favour of the said Executors as the Legatees subject to performance of Seba Puja of the deities installed in a part of the Said Premises.
- D. Said Ajit Kumar Haldar died sometime in or about 19th December, 1986 leaving behind his Last Will and Testament dated 7th May, 1974 and a Codicil dated 3rd March, 1980 whereby and where under he left and bequeathed his undivided 1/3rd share of land in the Said Premises unto and in favour of his son Rabindranath Haldar, the Owner No. 4 herein who applied for and obtained Probate of the said Last Will and Testament dated the 7th May, 1974 and a Codicil dated the 3rd March, 1980 from the Learned Court of

the District Delegate, Alipore, by an order dated 21st September, 1995 and thus became seized and possessed of an undivided 1/3rd share in the Said Premises.

- E. One Bharati Bikash Haldar died sometime in or about 26th July, 1999 leaving behind his Last Will and Testament dated 14th June, 1988 and appointed his eldest son Arup Halder since deceased as the Executor and Trustee there under and left and bequeathed his right, title and interest of and in the Said Premises unto and in favour of Smt. Sunanda Halder, wife of his eldest son Arup Halder, the Owner No. 1 herein and Dilip Kumar Haldar since deceased jointly in equal share and appointed Arup Halder along with Dilip Kumar Haldar, both since deceased as the Executors and the Trustees under the said Will who applied for and obtained Probate of the said Last Will and Testament dated 14th June 1988 from The Hon'ble Kolkata High Court by an order dated 26.02.2004 thereby Smt. Sunanda Halder, the Owner No. 1 herein and Dilip Kumar Haldar since deceased acquired an undivided 1/6th part or share each of and in the Said Premises which they inherited from Bharati Bikash Haldar.
- F. On the intestate demise of Amiya Madhab Haldar, the other legatee of Sukumari Debi deceased on 14th April, 1995, his undivided 1/6h part or share of land in the Said Premises devolved upon his only son Somnath Halder, the Owner No. 5 herein and wife Debrani Haldar, in equal share and thereafter on the intestate demise of Debrani Haldar, who died intestate on 7th February, 2000, Somnath Halder became the sole and absolute owner having undivided 1/6th share of the Schedule Properties.
- G. One Bidyut Kumar Haldar died intestate sometime in or about 15th September, 2005 whereby and where under devolved unto his only

child being daughter Smt. Mohua Bhattacharya, wife of Goutam Bhattacharya since deceased inasmuch as his wife Smt. Aruna Haldar having pre-deceased him and thus the said Smt. Mohua Bhattacharya also became seized and possessed of or otherwise well and sufficiently entitled to an undivided 1/6th share of and in the Said Premises.

- H. The said joint Owners namely Smt. Sunanda Halder, Sri Dilip Kumar Haldar since deceased, Sri Rabindranath Haldar, Sri Somnath Halder and Smt. Mohua Bhattacharya since deceased and the Developer entered into a registered Development Agreement on 3rd day of July, 2012 before the office of the District Sub-Registrar -I, Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 11, Pages from 1484 to 1519, being Deed No. 02455 for the year 2012 and for the purpose to do, execute and perform all sorts of works and obligations on behalf of the said joint and absolute owners as above named appointed the Developer herein i.e. Exclusive Homes Pvt. Ltd. to be their true and lawful Constituted Attorney and as such entered and executed a General Power of Attorney on 04th day of July, 2012 before the good office of the District Sub-Registrar - I, Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 11, Pages from 1484 to 1519, being Deed No. 02455 for the year 2012.
- I. By virtue of such Development Agreement and being the true and lawful Attorney of the joint and absolute owners as afore named the Developer amalgamated the two premises being No. 47 and 48/1, Gurupada Halder Road, into one compact plot of land and after such amalgamation the Developer at it's cost has mutated (except for owner's 2&3 above) in the name of the said Owners jointly in respect of their amalgamated property measuring total land area of 1 (One) Bigha 4 (four) Cottahs 5 (Five) Chittacks 39 (Thirty-nine) Sq.

ft. be the same a little more or less together with a 3 (Three) storied brick built residential building, a brick built Garage space and also a temple standing thereon in the record of The Kolkata Municipal Corporation by clearing the entire outstanding taxes along with the G.R. and the entire amalgamated property being numbered as K.M.C. Premises No. 47, Gurupada Haldar Road, being Assessee No. 11-083-10-0006-5, within Police Station – Kalighat, Kolkata - 700 026, under K.M.C. Ward No. 83, District - South 24-Parganas and subsequently the Developer has duly obtained the sanction of a building plan from the Kolkata Municipal Corporation vide sanctioned Building Permit No. 201308006 dated 26.09.2013 from Borough Office – VIII at its cost.

- J. Thereafter Smt. Mohua Bhattacharya an erstwhile joint owner died intestate on 17.07.2016, leaving behind her husband namely Sri Goutam Bhattacharya and only daughter namely Miss Arunima Bhattacharjee, the present Owners/Vendors No. 5 & 6 herein, who jointly inherited the share of said Mohua Bhattacharya, since deceased in the aforesaid property as per Hindu Succession Act, 1956 and the name of the said legal heirs have been included as joint owners in place of said deceased Mohua Bhattacharya in the record of The Kolkata Municipal Corporation in respect of said K.M.C. Premises No. 47, Gurupada Haldar Road.
- K. Thereafter Sri Dilip Kumar Halder, another erstwhile joint owner died intestate on 03-12-2021 leaving behind his only daughter Mrs. Sukanya Banerjee (nee Halder) and his only son Sri Anirban Halder, the present Owners/Vendors No. 3 & 2 herein, who jointly inherited the share of said Dilip Kumar Haldar, since deceased, in the aforementioned property equally as per Hindu Succession Act, 1956, as the wife of Said Dilip Kumar Haldar had died during the lifetime of said Dilip Kumar Haldar. The names of the said legal

heirs have been included as joint owners in place of said deceased Dilip Kumar Halder in the record of The Kolkata Municipal Corporation in respect of the said KMC Premises No: 47, Gurupada Haldar Road, Kolkata – 700026.

- L. Subsequently the Developer has mutated the name of the present Owners jointly at it's cost in respect of their amalgamated property measuring total land area of 1 (One) Bigha 4 (Four) Cottahs 5 (Five) Chittacks 39 (Thirty-nine) Sq. ft. be the same a little more or less together with a 3 (Three) storied brick built residential building, a brick built Garage space and also a temple standing thereon in the record of The Kolkata Municipal Corporation by clearing the entire outstanding taxes along with the G.R. and the entire amalgamated property being numbered as K.M.C. Premises No. 47, Gurupada Haldar Road, being Assessee No. 11-083-10-0006-5, within Police Station Kalighat, Kolkata 700 026, under K.M.C. Ward No. 83, District South 24-Parganas.
- M. The Developer had made boundary declaration for obtaining the building sanction plan on 18 (Eighteen) Cottahs 13 (Thirteen) Chittacks owing to the unavailability of the actual possession of the owners on the balance portion of the said land. The said building sanction plan was sanctioned on the basis of the said 18 (Eighteen) Cottahs 13 (Thirteen) Chittacks and the Owners' Allocation was declared in the said registered Development Agreement on 3rd day of July, 2012 accordingly based on the FAR available on the said 18 (Eighteen) Cottahs 13 (Thirteen) Chittacks.
- N. As per Clause 4.4 (vi) of the principal Registered Development Agreement dated 3rd day of July, 2012, the land Owners were supposed to give peaceful vacant khas possession of the existing old building and/or structures along with the entire premises to the

Developer but couldn't do so as the premise was unlawfully occupied by some person/s who created an untoward situation by allegedly not releasing possession of the premise and initiated litigation at a lower court and subsequently also tried to declare the property situated at 47, Gurupada Halder Road a 'heritage' building. As the premise couldn't be handed over to the developer therefore no demolition and construction work could be started.

- O. The property as described in Schedule "A" below was not heritage property as per the declared list of the Kolkata Municipal Corporation which was subsequently affirmed by the Hon'ble High Court at Calcutta and such claim was hard done by the Hon'ble Court vide an order dated 28th January 2021 Serial # 5 Court 3. BM passed MAT No. 17 of 2021 with IA number CAN/1/2021.
- P. For the delay caused due to the ongoing litigation the said building plan in respect of the said premises had lapsed and the Developer faced the monetary loss and thus immediately after completion of the litigation, the remaining old structure was demolished to render the vacant land on the said property. After the demolition of the old building as per the said sanction plan and after taking the full and final measurement of the said premises, it has been noticed that the actual land area under the possession of the Landlords is 16 (Sixteen) Cottahs 15 (Fifteen) Chittacks 2 (Two) Sq.ft. be the same a little more or less as per present physical measurement including the land area of 1676.493 Sq.ft. whereon a brick built Temple is standing.
- Q. Due to the diminished area of actual land, a new proposal was agreed between the owners and developer to decide upon new allocations both for Owners and the Developer.

- R. Accordingly both the Owners and the Developer herein have discussed between themselves around the table and decided to settle the matter amicably for smooth progress of construction works as well as the distribution of the Flats, Car Parking Spaces, commercial space/s, if any among themselves as per the new sanction building plan to be sanctioned by the Developer as per the current prevailing Rule of K.M.C. and subsequently entered into registered Supplementary Development Agreement alongwith Power of Attorney dated __ .03.2022, registered in the Office of District Sub-Registrar - IV, Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1604-2022, Pages from ______ to _____ , Being No. 160400____ for the year 2022 wherein both the **OWNERS'** i.e. fresh ALLOCATION allocations and **DEVELOPER'S ALLOCATION** have been properly described in the SCHEDULE - 'B' & SCHEDULE - 'C' of the said registered Supplementary Development Agreement.
- S. Accordingly the said Developer has taken sanction of a Ground plus Six Storied Building plan vide building Permit No. 2023080140 dated 21.03.2024 with Lift facility from the K.M.C. Borough Office VIII, and now the Developer/Promoter has developed the entire Premises through its Developer-Firm namely "Exclusive Homes Pvt. Ltd." and erected the building thereon.
- T. The said land is earmarked for the purpose of building a residential cum commercial project comprising of Ground Plus Six Storied building with lift facility apartment buildings and the said project is known as "______" with the object of using for apartments.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The

PROM	OTER	/DE	VELC	PER 1	nas 1	now t	aken	the	registra	atic	on of	this	proj	ject
under	this	Act	and	Buildi	ng I	Rules	vide	Reg	istratio	n	No.			
dated			and	the	PRO	OMO'	rer/i	DEVI	ELOPE	R	has	also	tal	ken
registra	ation	of G	ST. A	As per	said	1 Act	the r	egist	ration	of	the	flat s	hall	be
done o	n Car	pet a	area v	vhich l	nas t	oeen (descri	bed i	n this	dee	ed ac	cordi	ngly	•

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **PROMOTER/ DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential Apartment/Flat/Unit No. having carpet area of ____ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to net carpet area of ____ Square Feet corresponding to total built up area of unit ____ Square Feet and corresponding to total Super built up/Saleable area of ____ Square Feet more or less on the _____ **Floor,** _____ **side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. __ on the **Ground Floor** of the said building measuring an area of ____ Sq.ft. more or less on satisfaction of the PURCHASER regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, lift, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

AND WHEREAS both the VENDORS and the PROMOTER/DEVELOPER agreed to sell and convey the said Flat No. ___

the	Floor,	side of the building togetherwith one Ca
parking	g Space No on (Ground Floor of the said building as described in
the SC	HEDULE "B" below	togetherwith undivided proportionate share of
land as	described in the S	CHEDULE "A" below and also right to use a
commo	n rights and facilitie	s as described in the SCHEDULE "C" for a total
conside	eration price of Rs.	/- (Rupees
only fr	ee from all encumb	orances, liabilities, whatsoever, which is unde
PROMO	OTER/DEVELOPER	/CONFIRMING PARTY'S Allocation.
	ND WHEDEAC 41	a DDOMOTED DEVELOPED automod into a
		e PROMOTER/DEVELOPER entered into a
_		, with the PURCHASER and the
	•	ed to sell the PURCHASER the sai
_		having carpet area of Square Fee
	•	Balcony/Verandah Carpet Area Squar
		carpet area) aggregating to net carpet area
		ponding to total built up area of unit
_	_	onding to total Super built up/Saleable are
	_	ore or less on the Floor,
	_	the flat is consisting of Bed rooms,
	_	, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Veranda
_	-	ark 1 (One) medium sized motor car of the
	_	ace being No on the Ground Floor of the
	_	an area of Sq.ft. more or less and the
		herein has agreed to sell the PURCHASE
		situated on the Floor,
		her with right to park 1 (One) medium size
		Car Parking Space No on the Groun
Floor	of the said build	ing as described in the SCHEDULE "B
hereun	der written right to	use all common rights and common service
as desc	cribed in the SCHE	DULE "C" below and undivided proportional
share of	of land morefully a	s described in the SCHEDULE "A" and the
said fla	at alongwith the b	alcony of the building has been built up i
accord	ance with the sai	d sanctioned residential building plan an
discuss	s to acquire and	possess the said flat togetherwith one Ca

Parking Space	of Rs.	/- (Rupees) only
for a total cons	ideration towards	s the propor	tionate co	st of land	and cost
of construction	of the said flat t	ogetherwith	ı Car Park	ing Space	e and the
entire cost of t	the said flat toge	therwith Ca	ar Parking	g Space h	ave been
	the PROMOTER		_	_	
Parking Space	is of Developer's .	Allocation.			
	_				
	IS INDENTURE			_	
_	for Sale dated _				
	/- (Rupee				
the entire	consideration	of Rs.		_ /-	(Rupees
) only	paid by	the PUR	RCHASER	to the
CONFIRMING	PARTY/DEVELO	PER on or 1	pefore exec	cution of t	this Deed
only on differen	nt dates as desc	ribed in th	e Memo o	f Conside	eration of
which receipts	have been issu	ed totalling	Rs.	/-	(Rupees
) only	y and t	he recei _l	pt wher	eof the
PROMOTER/D	EVELOPER hereb	oy acknowle	edges and	admits as	nd/or for
the same and	every part thereo	of both trul	y acquit r	elease an	d forever
discharge the 1	PURCHASER of a	all his liabil	ities there	of and it	is noted
that the entir	e consideration	money of	Rs	/-	(Rupees
) only aga	ainst the sa	id flat and	l Car Parl	king have
been received b	y the DEVELOPI	ER/ CONFI	RMING PA	RTY and	both the
VENDORS and	the CONFIRM	NG PARTY	/DEVELO	PER as 1	beneficial
owners and par	ty respectively do	hereby gra	nt, convey	, transfer	, assigns,
assure unto the	ne said PURCHA	SER free f	rom all e	ncumbrar	nces ALL
THAT the und	livided proportion	nate share	of interest	t in the s	said land
morefully and	more particular	rly describe	ed in the	SCHED	ULE "A"
hereunder writ	ten together with	a complete	Apartme	ent/Flat/	Unit No.
having car	rpet area of	_ Square F	'eet more	or less (Exclusive
Balcony/Veran	dah Carpet Area	Squar	e Feet ex	cluded fr	om total
carpet area) a	ggregating to n	et carpet	area of _	Squa	are Feet
corresponding	to total built u	p area of ι	anit	Square I	Feet and
corresponding	to total Super l	ouilt up/Sa	leable are	a of	_ Square
Feet more or 1	ess on the	_ Floor,	s	ide of the	building
and the flat is co	onsisting of	Bed rooms,	1 Drawing	-cum-Din	ing room,

1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. _ on the Ground Floor of the said building measuring an area of ____ Sq.ft. more or less as described in the SCHEDULE "B" below and undivided proportionate share of land as mentioned in the SCHEDULE "A" hereunder written constructed at the cost and expenses of the PURCHASER TO HAVE AND TO HOLD the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at K.M.C. Premises No. 47, Gurupada Haldar Road, within Police Station - Kalighat, Kolkata -700 026, under K.M.C. Ward No. 83, District - South 24-Parganas, as mentioned in the SCHEDULE "B" AND "C" hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever ALL TOGETHER with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No.** ____ situated on the _____ **Floor,** _____ **side** of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking **Space No.** ____ on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE "B" AND "C"** hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER:-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and

	appurtenances whatsoever belonging or in any way appertaining
	to the said Flat No. situated on the Floor,
	side of the building together with right to park 1 (One) medium
	sized motor car of the covered Car Parking Space No on the
	Ground Floor of the said building for usually hold used occupied
	or enjoyed or reputed so to be or known as part and parcel thereof
	or appertaining thereto.
2.	The PURCHASER shall be entitled to the right of access in
	common with the OWNERS/VENDORS and/or other occupiers of
	the said building at all times and for all normal purposes
	connected with the use and enjoyment of the said building.
3.	The PURCHASER and her agents and nominees shall also be
	entitled to 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 No. situated on the Floor,
	side of the building together with right to park 1 (One) medium
	sized motor car of the covered Car Parking Space No on the
	Ground Floor of the said building pathways comprised with the
	said building and Premises or passages and that nothing therein
	contained the VENDORS/ PROMOTER/DEVELOPER shall permit
	the PURCHASER or any person deriving title under the purchase
	but the PURCHASER or her servants nominees, employees invitees
	shall not obstruct the common portion of the building in any way
	by parking vehicles, deposit of materials, rubbish or otherwise to
	any other flat owners of the building or holding including the
	VENDOR.
4.	The PURCHASER shall have the right of protection of the said flat
	to be kept safe and perfect of all portions of the said Flat No
	situated on the Floor, side of the building
	including the entire premises.
5.	The PURCHASER shall also be entitled to the right of passage in
	common as aforesaid of taking, gas, electricity water to the said

flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.

6.	The PURCHASER shall have the right with or without workmen
	and necessary material so to enter from time to time upon the
	other part of the said building and premises for the purpose of
	repairing so far as may be necessary such as pipes, drains and
	common spaces aforesaid and for the purpose of building repair or
	cleaning part or part of the said Flat No situated on the
	Floor, side of the building together with right
	to park 1 (One) medium sized motor car of the covered Car
	Parking Space No on the Ground Floor of the said building.
	THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH
THE	PURCHASER AS FOLLOWS :-
1.	That the VENDORS have the absolute authority of the land and so the
	VENDORS have good rightful power and absolute authorities to grant,
	convey, transfer, assign and assure the undivided proportionate share
	of land pertaining to the said Flat No. situated on the
	Floor, side of the building together with right to park
	1 (One) medium sized motor car of the covered Car Parking Space
	No on the Ground Floor of the said building and also together
	with right to use common stair-case and other common
	portions/parts and open spaces, paths and passages in the said
	building.
0	T. 1 11 1 1 C 1 C 11 DVD CV1 CDD C 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2.	It shall be lawful for the PURCHASER from time to time and at all
	times hereafter to enter into and upon hold and enjoy the said
	Apartment/Flat/Unit No having carpet area of
	Square Feet more or less (Exclusive Balcony/Verandah Carpet
	Area Square Feet excluded from total carpet area)
	aggregating to net carpet area of Square Feet
	corresponding to total built up area of unit Square Feet and

	corresponding to total Super built up/Saleable area of
	Square Feet more or less on the Floor, side
	of the building and the flat is consisting of Bed rooms, 1
	Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1
	Verandah together with right to park 1 (One) medium sized motor
	car of the covered Car Parking Space being No on the
	Ground Floor of the said building measuring an area of
	Sq.ft. more or less and right of use all common open places and
	other services of the building with stair cases and other common
	parts and passages in the said building and every part thereof
	morefully described in the SCHEDULE "B" AND "C" hereunder
	written and to receive the rents, issues and profits thereof and
	have full power, right and authority to sell, transfer, mortgage,
	lease, dispose of the said flat and balcony without any
	interruption disturbances claims or demands whatsoever from or
	by the VENDORS or CONFIRMING PARTY herein of any person
	or persons claiming through under or in the trust for them.
3.	The said Flat on Floor, side being Flat No
3.	The said Flat on Floor , side being Flat No. of the building together with right to park 1 (One) medium sized
3.	· · · · · · · · · · · · · · · · · · ·
3.	of the building together with right to park 1 (One) medium sized
3.	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the
3.	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and
3.	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
 4. 	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said Flat No situated on the
	of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided

Space No. _____ on the **Ground Floor** of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said **Flat No.** ___ situated on the ____ **Floor**, side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. _ on the **Ground Floor** of the said building along with all common rights and common expenses as described in the SCHEDULE "B", "C" AND "D" hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the VENDORS and the CONFIRMING **PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said VENDORS only to the extent of the PURCHASER'S flat as mentioned in the **SCHEDULE-'B'** below.

- 2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
- 3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
- 4. The **PURCHASER** shall maintain the said **Flat No.** ____ situated on the ____ **Floor**, ____ **side** of the building together with right to park **1** (**One**) medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
- 5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
- 6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

7.	The said PURCHASER shall at her own costs and expenses fix up
	separate meter connection or meters in the said flat and balcony for
	electricity power connection to be consumed in the said flat by the
	PURCHASER and the PURCHASER shall pay all rates and taxes
	which may be imposed by the proper authority. The PURCHASER
	shall be entitled to make such interior construction and decoration
	for her necessities like racks, storage space, gas cylinder spaces,
	cooking racks etc., without causing any damages to the building.

8.	The PURCHASER shall have full right and authority to sell,
	transfer, convey, mortgage, Gift, charges, lease or in any kind of
	encumber or deal, or dispose of her flat and Car Parking Space
	and/or her possession or to assign let out or part with this interest
	possession or benefit of her said Flat No. situated on the
	Floor, side of the building together with right to park 1
	(One) medium sized motor car of the covered Car Parking Space
	No on the Ground Floor of the said building or any part
	thereof provided the transferee shall agree in writing to observe and
	perform the covenants herein contained and rules and Bye-laws
	relating to the said building to be framed by the Association.

9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.

10.	The PURCHASER shall not use nor caused to be used	the sai	d Flat
	No situated on the Floor,	side	of the
	building together with right to park 1 (One) medium size	zed mo	tor car
	of the covered Car Parking Space No on the Gro	ound F	loor of
	the said building and or any part thereof in such m	anner	which
	may likely to cause nuisance or annoyance to the	occupa	nts of
	other flats of the said building or to the owners or	occupi	iers of
	adjoining or neighbouring properties nor shall use the	same f	or any
	illegal or immoral purposes or as a restaurant, w	orksho	p and
	godown.		

- 11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate Fourth Floor roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
- 12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
- 13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule - B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the roof along with his Co-Purchasers. The PURCHASER hereby declares that he shall not raise any objection if the DEVELOPER and the OWNERS/VENDORS sell the unsold Car Parking Space/s to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at his will.
- 14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.

- 15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
- 16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the **OWNERS/VENDORS** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.
- 17. On from the date of and taking physical possession/registration/Completion Certificate whichever is earlier the **PURCHASER** shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of their portion of the property as mentioned in the SCHEDULE - E below. The THIRD PART/ DEVELOPER will be responsible for all types of taxes, duties and charges for the said flat and Car Parking Space as described in the Schedule - B below upto the date of handing over of physical possession or registration or Completion Certificate whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on and the PURCHASER shall become the members of that association and also have to abide by the decision of the association as well as restrictions of the building as mentioned in the SCHEDULE - D below.

AND FURTHER MORE that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and his heirs and executors, administrators and assigns against loss, damages, costs, charges

expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the **VENDORS** and the **DEVELOPER** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO SCHEDULE - 'A'

ALL THAT the amalgamated property measuring available net land area of 16 (Sixteen) Cottahs 15 (Fifteen) Chittacks 2 (Two) Sq.ft. be the same a little more or less whereon a new Ground plus Six Storied Building plan with Lift facility vide building Permit No. 2023080140 dated 21.03.2024 from the K.M.C. Borough Office – VIII is being erected situated in K.M.C. Premises No. 47, Gurupada Haldar Road, being Assessee No. 11-083-10-0006-5, under K.M.C. Ward No. 83, within Police Station – Kalighat, Kolkata - 700 026, District - South 24-Parganas and butted and bounded in the manner hereinafter:

ON THE NORTH: By 45 ft. wide Gurupada Haldar Road;

ON THE SOUTH : By property of the landlords being Premises Nos.

53 and 51, Kali Temple Road;

<u>ON THE EAST</u>: By Shiva temple being a portion of 47, Gurupada

Haldar Road to be left separated from the said

premises;

ON THE WEST: By Premises No 48B, Gurupada Haldar Road.

SCHEDULE 'B' ABOVE REFERRED TO

ALL	THAT	piece	and	parcel	of	one	reside	ntial
Apartment/	Flat/Uni	t No	havin	g carpet	area o	f S	quare I	reet
more or les	s (Exclus	sive Balo	cony/Ve	erandah	Carpet	Area _	Sqı	ıare
Feet exclude	ed from to	otal carp	et area)	aggrega	ting to	net car	pet are	a of
Square	Feet co	rrespon	ding to	total bu	ıilt up	area o	f unit	
Square Feet	and cor	respondi	ng to to	otal Supe	r built	up/Sal	leable a	area
of Squ	are Feet	t more	or less	on the		Floor,		
side of the	building	and the	flat is	consistir	ng of	Вес	d room	s, 1
Drawing-cum	n-Dining 1	room, 1 k	Kitchen,	1 Toilet,	1 W.C	. and 2	Verand	lahs
together with	h right t	o park	1 (One	mediun	n sized	motor	car of	the
covered Car	Parking	Space 1	being N	io. on	the G	round F	loor of	the
said building	g measur	ing an a	rea of	() S	q.ft.
more or less	at "		" ar	nd also to	gether	with pro	oportio	nate
undivided sh	nare of la	nd meas	uring a	ın area o	f 16 (S	ixteen)	Cottah	s 15
(Fifteen) Chi	ttacks 2	(Two) Sq	.ft. be t	he same a	a little r	nore or l	ess situ	ated
in K.M.C. Pr	emises N	o. 47, G	urupada	a Haldar	Road,	being As	ssessee	No.
11-083-10-0	006-5, ur	nder K.M	.C. Wai	rd No. 8	3, with	in Police	e Statio	on –
Kalighat, Ko	1kata - 7	00 026,	District	- South	24-Parg	ganas, as	s descr	ibed
in the SCH	EDULE "	'A" abov	e and	the solo	l Flat	together	r with	Car
Parking Spac	ce is shov	vn in the	annexe	ed Plan b	y Red l	oorder li	ne.	

SCHEDULE 'C' ABOVE REFERRED TO (COMMON RIGHTS AND SERVICES)

- 1. All stair-cases on all the floors of the said building.
- 2. Stair-case of the building leading towards the vacant roof.
- 3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
- 4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and

- privileges and appendages and appurtenances to be enjoyed by the Co-owners.
- 5. Roof of the building is for the purpose of common services and parapet wall on the roof.
- 6. Water pump, overhead water tank and all water supply line and plumbing lines.
- 7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
- 8. Drainages and sewerages of the building.
- 9. Boundary walls and main gate of the Premises.
- 10. Such other common parts, alikes, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
- 11. Vacant space, Watch Man's room and W.C. in the Ground Floor of the building.
- 12. Lift of the building.
- 13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

SCHEDULE - 'D' ABOVE REFERRED TO (RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for 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 Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca

- construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- 2. The **PURCHASERS** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
- 3. The **PURCHASERS** shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
- 4. The **PURCHASERS** shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the **PURCHASERS** shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
- 5. The **PURCHASERS** shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the **PURCHASERS**.
- 6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
- 7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
- 8. 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 constructions of the building or any part thereof.
- 9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or

permit any alternation in the elevation and outside colour scheme of the exposed wails of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

- 10. Not to make in the said unit any structural additional 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 Owner and with the sanction of The Kolkata Municipal Corporation and/or concerned authority.
- 11. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
- 12. 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 decided by the Owners.
- 13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
- 14. Not to install any generator without permission in writing of the Owners.
- 15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the **PURCHASERS** in the common

areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE SCHEDULE "E" ABOVE REFERRED TO (MAINTENANCE / COMMON EXPENSES)

- 1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
- 2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
- 3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
- 5. Paying such workers as may be necessary in connection with the upkeep of the property.
- 6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
- 7. Cleaning as necessary of the areas forming parts of the property.
- 8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners may think fit.

- 9. Maintaining and operating the lifts.
- 10. Providing and arranging for the emptying receptacles for rubbish.
- 11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
- 12. 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 development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
- 13. 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 Units
- 14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
- 15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
- 16. The Purchase maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners may from time

to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

- 17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
- 18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names **PARTIES** at Calcutta in the presence of:

1.

As Constituted lawful attorney of the Owners/Vendors herein.

2. SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER DEVELOPER/CONFIRMING

PARTY

MEMO OF CONSIDERATION

) only f mentioned	n of Rs. From the within mention Apartment/Flat/Unit No he building together wit	on the
(On Pre	e) medium siz on the Grou mises No. 47,	ed motor ca .nd Floor of Gurupada	r of the covered Car Pa f the said building bein Haldar Road, under Was Ikata - 700 026, in the r	arking Space No. g Part of K.M.C. rd No. 83, within
Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)
Rs.			Total	
(Rupees) only WITNESSES :				
1.			Exclusive Homes Pvt. Ltd. Director	

SIGNATURE OF THE PROMOTER DEVELOPER/CONFIRMING PARTY

DATED THIS DAY OF 2024

BETWEEN

SRI SOMNATH HALDER & ORS.

OWNERS/VENDORS

<u>AND</u>

PURCHASER

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