

Deed of Conveyance

This **Deed of Conveyance** of absolute sale made on this the day of Two Thousand and Seventeen.

B e t w e e n

1. **Sri Shiv Kumar Nathany** having his Income Tax PAN - ABSPN6879P, son of Late Ghanshyam Das Nathany, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 5/1, Bangur Avenue, Block - B, Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, District - North 24 Parganas,

..... 2. **Sri Raj**

2. **Sri Raj Kumar Agarwal** having his Income Tax PAN - ACKPA0021B, son of Late Chhotelal Agarwal, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 15, Gangadhar Babu Lane, 306, Eden House, Post Office - Bowbazar, Police Station - Bowbazar, Kolkata - 700 012,

hereinafter jointly called and referred to as the **Owners/Vendors** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) represented through their Constituted Attorney **Ambey Mata Projects LLP**, represented by one of its partners **Mr. Dipak Kumar Agarwal** of the **First Part**.

A n d

Ambey Mata Projects LLP (PAN - ABCFA8195P), a limited liability partnership firm constituted in accordance with the provisions of the Limited Liability Partnership Act., 2008, having its registered office at PSIXL, Unit No. 305, Third Floor, Biswa Bangla Sarani, Chinar Park, Post Office - R. Gopalpur, Police Station - Baguiati, Kolkata 700 136, represented by one of its Partners, **Mr. Dipak Kumar Agarwal** having his Income Tax PAN-ADIPA4263G, son of Sri Basudeo Prasad Agarwal, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 54, Bangur Avenue, Block-B, Post Office - Bangur Avenue, Police Station- Lake Town, Kolkata-700 055, District - North 24 Parganas.

hereinafter called and referred to as the **Vendor/Developer** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partner and/or Partners, successor-in-office, successor-in-interest, legal representatives and assigns) of the **Second Part**.

..... **A n d**

A n d

Mr. Bikramjit Mukherjee (PAN - AHMPM7131M), son of Krishna Dulal Mukherjee, by nationality Indian, by faith Hindu, by occupation Service,

presently residing at 43/7 Biplabi Barin Ghosh Sarani, Post Office and Police Station - Maniktalla, Kolkata - 700067.

hereinafter called and referred to as the **Purchaser/s** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **Third Part**.

Devolution of Title :-**Whereas :**

1. One Dukhiram Majhi was well seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of land hereditaments admeasuring an area of 16 (sixteen) decimal which is equivalent to 9.6969 (nine point six nine six nine) Cuttah be the same a little more or less, comprised in C.S. Plot Dag No. 687 corresponding to R.S. & L.R. Plot Dag No. 724, under C.S. Khatian No. 3, R.S. Khatian No. 185 in L.R. Krishi Khatian No. 64 lying and situate under Mouza - Sulangri, J.L. No. 22, Re. Su. No. 96, Touzi No. 178, Police Station - the then Rajarhat now New Town within the jurisdiction of Additional District Sub Registrar Rajarhat and within the local limits of Jyangra Hatiara No. 2 Gram Panchayat, District - North 24 Parganas.

..... 2. While seized

2. While seized, possessing and enjoying the aforesaid land by virtue of execution of a Deed of Conveyance, dated the 19th day of June, 1989, the said Sri Dukhiram Majhi, the Vendor/Owner therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that land hereditaments measuring by estimation an area of 16 (sixteen) decimal, be the same a little more or less, comprised in R.S. & L.R. Plot Dag No. 724 in L.R. Khatian No. 64 to one Gopi Sadhan Samanta of Manicktala, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Sub Registrar Barasat and the same was copied in Book No. I, Volume No. 61, Pages Nos. 121 to 126, being Deed No. 3577 for the year 1989.
- 2A. While seized, possessing and enjoying the aforesaid land by virtue of execution of a Saf Kobala dated the 23rd day of April, 1992, the said Sri Gopi Sadhan Samanta, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that land hereditaments admeasuring an area of 16 (sixteen) decimal, be the same a little more or less comprised in R.S. & L.R Plot Dag No. 724 in L.R Khatian No. 64 in Mouza - Sulangri, J.L. No. 22, to one Sri Debashis Acharya, son of Sri Haripada Acharya, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Saf Kobala was registered in the office of District Registrar, Barasat and the same was copied in Book No. I, Volume No. - 44, Pages Nos. 316-321, being Deed No. 3008 for the year 1992.
3. While seized, possessing and enjoying the aforesaid land measuring 16 (sixteen) decimal by virtue of a Deed of Conveyance, dated the 4th day of June, 2003 the said Sri Debashis Acharya, the Vendor therein of the one part through his constituted attorney Sri Subal Mistry, son of Sri Nirmal Chandra Mistry had indefeasibly sold, conveyed, transferred, released and parted all that land hereditaments measuring 16 (sixteen) decimal comprised in R.S. & L.R. Plot Dag No. 724 in Mouza - Sulangri, J.L. No. 22 to one Sri Debal Daw @ Sri Debala Daw, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was, copied in Book No. I, Volume No. 411, Pages Nos. 43 to 52, being Deed No. 06897 for the year 2004.

4. While seized, possessing and enjoying the aforesaid land measuring 16 (sixteen) decimal which is equivalent to 9 (nine) Cuttah 11 (eleven) Chittack, the said Sri Debal Daw @ Debala Daw, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that land hereditaments measuring 16 (sixteen) decimal comprised in R.S. & L.R. Plot Dag No. 724 in L.R. Khatian No. 64 in Mouza - Sulangri, J.L. No. 22, Police Station - Rajarhat to one Sri Shiv Kumar Nathany, son of Late Ghanshyam Das Nathany and Sri Raj Kumar Agarwal, son of Late Chotelal Agarwal jointly the Purchasers therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered on 14.03.2005 at Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was copied in Book No. I, Volume No. 100, Pages Nos. 228 to 240, being Deed No. 01650 for the year 2005.

5. Thus by virtue of the recital hereinabove stated the said Shiv Kumar Nathany, son of Late Ghanshyam Das Nathany and Sri Raj Kumar Agarwal, son of Late Chhotelal Agarwal, are jointly seized and possessed of and/or otherwise well and sufficiently entitled all that land admeasuring an area of 16 (sixteen) decimal which is equivalent to 9 (nine) Cuttah 11 (eleven) Chittack be the same a little more or less comprised in C.S. Plot Dag No. 687 in R.S. & L.R. Plot Dag No. 724 in C.S. Khatian No. 3 in R.S. Khatian No. 185 in L.R. Krishi Khatian No. 64 in Mouza - Sulangri, J.L. No. 22, Re. Su. No. 96, Touzi No. 178, Police Station - New Town within the local limits of Jyangra Hatiara No. 2 Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar, Bidhannagar, Salt Lake City, now under Additional District Sub Registrar, Rajarhat, District - North 24 Parganas (the "said plot of land").

6. That upon purchasing the aforesaid land the said Sri Raj Kumar Agarwal and Sri Shiv Kumar Nathany duly mutated their respective names in the records of Block Land and Land Revenue Office Rajarhat during the course of L.R. Settlement Zarip, vide L.R. Khatian Nos. 1570 and 1193 respectively and since then are paying khajna thereof regularly as the recorded Rayats.

..... 7. That the

7. That the said Sri Shiv Kumar Nathany and Sri Raj Kumar Agarwal duly accorded conversion in respect of the aforesaid land measuring 16 (sixteen) decimal from 'Bill' to 'Housing Complex' from the office of the Additional District Magistrate & District Land & Land Revenue Office, North 24 Parganas, Barasat, being the competent authority vide Conversion Case No. W-115(2)/2014 of Additional District Magistrate & District Land & Land Revenue Office, North 24 Parganas, vide their Memo No. L-13011(11)/148/2014/DL&LRO/112628 dated 29.01.2015 and duly made the said plot of land constructionable.
8. That the said Sri Shiv Kumar Nathany and Sri Raj Kumar Agarwal were in search of a reputed developer who would construct a residential building/s on the said plot of land upon obtaining bonafide sanction from the planning authority and duly erect the same in accordance with the provisions of the said proposed building plan from the competent authority and duly make it habitable in all respect.
9. To avoid all future disputes, differences, ambiguities the said Sri Shiv Kumar Nathany and Sri Raj Kumar Agarwal duly deputed one Ambey Mata Projects Pvt. Ltd., the Developer therein to erect the said proposed building and duly formulated the scheme of joint operations by executing a Development Agreement under certain terms and conditions inter alia which was registered on 24.03.2015 at Additional District Sub Registrar, Rajarhat, copied in Book No. I, CD Volume No. 7, Pages Nos. 7077 to 7094, being Deed No. 03704 for the year 2015 (the 'said Development Agreement').
10. Pursuant to the said Development Agreement a Development Power of Attorney was also executed on 24.03.2015 whereby and wherein the said Sri Shiv Kumar Nathany and Sri Raj Kumar Agarwal duly nominated, constituted and appointed the said Ambey Mata

Projects Pvt. Ltd., represented by one of its Director, Sri Dipak Kumar Agarwal, son of Sri Basudeo Prasad Agarwal, empowering it to enter into Agreement for Sale and also to execute Deed of Conveyance in respect of the proposed constructed area under Developer's Allocation and the said Development Power of Attorney was registered at Additional District Sub Registrar, Rajarhat and the same was copied in Book No. I, CD Volume No. 7, Pages Nos. 6747 to 6759, being Deed No. 03705 for the year 2015 (the 'said Development Power of Attorney').

11. By dint of the said Development Agreement and followed by the said Development Power of Attorney, the said Ambey Mata Projects Pvt. Ltd. duly obtained a building plan for construction of a ground plus four storied residential building from Jyangra Hatiara No. 2 Gram Panchayat after the technical vetting of North 24 Parganas Zilla Parishad, vide Sanctioned Serial No. 34/NZP, dated 05.06.2015 and duly completed construction within the stipulated time as mentioned in the said Development Agreement and duly obtained occupancy certificate from the office of Rajarhat Panchayat Samity Rajarhat, North 24 Parganas, vide their Memo No. 1331/RPS, dated 04.10.2016 having provision for car parking spaces and shops on ground floor and residential flats/units on upper floors and have started handing over physical possession of the respective residential units to the end users, who were issued letter of allotment and on the basis of the same who were made their due payments against their respective agreed consideration in full and final to the Developer herein, together with service taxes along with extras and deposits.
12. It would be pertinent to mention that in due course the said Ambey Mata Projects Pvt. Ltd. duly applied for and converted to a limited liability partnership firm in accordance with the provisions of Limited Liability Partnership Act., 2008 and duly constituted Ambey Mata Projects LLP under Section 23(4) of the Limited Liability Partnership Act., 2008.

..... 13. That the

13. That the Landowner and the Vendor/Developer herein is desirous to sell and the Purchaser/s herein is/are desirous to purchase all that shop being **Shop No. AE-SP-03 on Ground Floor, Block - 1**, admeasuring an area of **72 (seventy two) Sq.ft. Super Built Up** categorically mentioned in the **Second Schedule** hereinunder appearing lying and situate at and being and comprised in C.S. Plot Dag No. 687 in **R.S. & L.R. Plot Dag No. 724** in C.S. Khatian No. 3 in R.S. Khatian No. 185 in **L.R. Khatian Nos. 1570 and 1193** in **Mouza - Sulangri**, J.L. No. 22, Re. Su. No. 96, Touzi No. 178, **Police Station - New Town** within the local limits of **Jyangra Hatiara No. 2 Gram Panchayat** and within the jurisdiction of the then Additional District Sub Registrar, Bidhannagar, Salt Lake City, now under Additional District Sub Registrar, Rajarhat, **District - North 24 Parganas** for a consideration value of **Rs. 4,60,800/- (Rupees four lakh sixty thousand and eight hundred) only** for the said shop free from all encumbrances whatsoever under the following terms and conditions hereinafter appearing and the parties herein have exchanged a letter of allotment dated the 22nd day of May 2017, under certain terms and conditions inter-alia.

Now this indenture witnesseth as follows :-

1. In pursuance of the aforesaid negotiation and in consideration of the said sum of **Rs. 4,60,800/- (Rupees four lakh sixty thousand and eight hundred) only** for **Shop No. AE-SP-03 on Ground Floor**, paid before the execution hereof by the Purchaser/s to the Landowners and the Vendor/Developer by dint of a letter of Allotment dated **22nd day of May 2017**, by and between the parties, (the receipt whereof the Landowner and the Vendor/Developer doth hereby accept and acknowledge and on and from payment of the said sum forever release acquit exonerate and discharge the Purchaser/s and the said shop with proportionate interest in the common areas and facilities and also the undivided proportionate interest in the land described in the **First Schedule** hereby intended to be sold and

..... transferred)

transferred) the Land Owners as well as the Vendor/Developer hereby grant, convey, transfer, assign and assure unto and to the use of Purchaser/s All That **Shop No. AE-SP-03 on Ground Floor, Block - 1**, measuring an area of **72 (seventy two) Sq.ft. Super Built Up** situated and lying at the project name of **Ambey Efficiency**, duly constructed by the Vendor/ Developer on the said plot of land within the local limits of **Jyangra Hatiara No. 2 Gram Panchayat** and within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, now under Additional District Sub Registrar, Rajarhat, **Police Station - New Town, District - North 24 Parganas** and morefully and particularly described in the **Third Schedule** hereinunder written and hereinafter for the sake of brevity called and referred to as the said Flat to hold the same unto the Purchaser/s absolute and forever free from all encumbrances trusts, liens, lispends, attachments and other stipulations and provisions in with the beneficial use and enjoyment of the said Shop belonging to and held by the Purchaser/s together with **common facilities and amenities** as set out in the **Fourth Schedule** written, but subject to the **restrictions** contained in **Sixth Schedule** hereinunder appearing.

2. The Land Owners and the Vendor/Developer doth hereby declare that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said impartible, undivided, proportionate share or interest

..... in the land

in the land comprised in the said premises hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid.

- A) It shall be lawful for the Purchaser/s from time to time and at all times hereinafter to enter into and hold and enjoy the said shop comprised in the said premises and to receive the issues and profits thereof without any interruption hindrance claim or demand or disturbances whatsoever or by the Vendor/Developer or any person or persons claiming under or in trust for them.
- B) The Vendor/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s shall acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for better or more perfectly assuring the said impartible undivided proportionate share or interest in the land comprised in the said premises unto the Purchaser/s in the manner aforesaid as they reasonably require.
- C) The Vendor/Developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced to the Purchaser/s their Attorney on any trial commission or examination or otherwise as occasion shall require all or any of the deeds, documents and writings also shall at the like request and cost deliver to the Purchaser/s such attested or other copies or extracts of and from the said Deeds and writings safe, unobliterated and uncancelled.
- D) The Land Owners as well as the Vendor/Developer have not concealed or suppressed any materials or any defect in the title.
- E) The premises whereon the undivided proportionate share is comprised is not affected by the provision of the ***Urban Land (Ceiling and Regulations) Act, 1976*** and that the same is not affected by the provisions of the Calcutta Thika Tenancy Act.

3. And the Purchaser/s doth hereby covenant with the Vendor/ Developer as follows :-

- A) The Purchaser/s hereby covenants with the Vendor/ Developer and the Owners of the other flats/shops comprised in the said buildings that the Purchaser/s will at all time hereafter observe the **restrictions** in respect of management and maintenance of the common portions and the common expenses as setforth in the **Sixth Schedule** hereinunder written.
- B) The Purchaser/s shall at all times from the date of taking physical possession regularly and punctually make payment proportionately of all panchayat taxes, cesses, outgoings and impositions in respect of the said shop and the undivided proportionate share or interest in the land comprised in the said premises or other taxes, impositions and outgoings which may be imposed or become payable in respect of the said building or in respect of the said land. The Purchaser/s shall within 1 (one) year from the date of execution of these presents obtain mutation of the said shop from the competent authority of Jyangra-Hatiara No-2 Gram Panchayat and shall also obtain separate assessment of the said shop at his/her/their own costs and expenses. It is contextual to mention that delivery of possession means execution of Deed of Conveyance or Issuance of possession letter, whichever is earlier.
- C) To keep the said shop and other parts, walls, sewers, drain pipes, cable wires etc. so as to support shelter and protect the parts of the building other than the said shop.
- D) To contribute and/or pay towards *proportionate expenses and outgoings* mentioned in the **Fifth Schedule** hereinunder written
- E) So long as the said shop space is not separately assessed, to pay for water rates and water taxes, cesses and outgoings and other impositions in respect of the said shop proportionately.

..... F) Permit the

- F) Permit the Vendor/Developer and/or the Flat Owners' Association and its surveyors or agents with or without workmen and others at all reasonable times on 48 (forty eight) hours notice to enter into and upon the said shop or any part thereof for the Purchaser/s for repairing any part of the said shop space and for the purpose of making repairing, reinstating, re-building, cleaning, lighting and keeping in order and good conditions sewers, drains, belonging to or used for the building and also for the purpose of laying down, reinstating, repairing testing drainage, gas and water pipes and electric and telephone wires and cables and for other similar purposes.
 - G) To keep the said shop space in good and substantial repair to render entire support and protection to the other parts of the said building as they now enjoy.
 - H) To keep the said shop and other parts, walls, sewers, drains, pipes and entrances and main entrance exclusively serving the said shop in good condition.
4. In using the said shop space in common with other rights the Purchaser/s nor any member of their household shall :-
- A) Make any un-necessary noise.
 - B) Leave the litter other than in a respective provided for the purpose.
 - C) Leave or cause to be left any furniture, bi-cycle or toys or other articles in or around the common space where they obstruct free use of those parts of the building by others.
5. It is hereby further agreed by and between the Vendor/Developer and the Purchaser/s as follows:-
- A) The undivided proportionate share or interest in the said land comprised in the said premises hereby sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser/s shall always remain impartible.

..... B) Until such

- B) Until such time the Association is formed or constituted the Vendor/Developer shall continue to remain responsible for rendition of common services and maintenances of the said building however subject to the Purchaser/s making payment of the proportionate maintenance costs and other charges and expenses agreed to be paid by the Purchaser/s as herein agreed in respect of the maintenance and **common facilities/portions and amenities** as provided for in the **Fourth Schedule** hereinafter appearing.

- C) The Purchaser/s shall sign and execute all papers, documents and applications for the purpose of formation of the Association or Society and in the event of any default on the part of the Purchaser/s in signing and executing such applications, papers and documents including the bye-rules and regulation then in that event the Vendor/Developer as the Constituted Attorney of the Purchaser/s will sign and execute, be entitled to sign and execute such applications papers and documents and this power and authority granted by the Purchaser/s in favour of the Vendor/Developer shall remain irrevocable and cease to have an effect immediately upon the constitution and formation of the said Society or Association of the flat owners in the said premises.

- D) The Vendor/Developer shall cause to be formed an Association for the maintenance and rendition of the common services in the said buildings and the rules and regulations and/or bye-laws of the said Society or Association shall be such as the Vendor/Developer in its absolute discretion think fit and proper.

- E) The said residential building is named and styled as **"Ambey Efficiency"** forever.

The First Schedule above referred to :

*(Description of the **Project Land** in details)*

All That piece and parcel of "Bastu" land meant for 'Housing Complex' admeasuring an area of 16 (sixteen) decimal which is equivalent to **9 (nine) Cuttah 11 (eleven) Chittack** be the same a little

..... more or

more or less {9.68 (nine point six eight) Cuttah to be more precise} togetherwith a five storied residential building erected/constructed thereon comprised in **R.S. & L.R. Plot Dag No. 724** in R.S. Khatian No. 185 in **L.R. Khatian Nos. 1570 and 1193** in **Mouza - Sulangri**, J.L. No. 22, Re. Su. No. 96, Touzi No. 178, **Police Station - New Town (formerly Rajarhat), Kolkata - 700 162** within the local limits of **Jyangra Hatiara No. 2 Gram Panchayat** and within the jurisdiction of Additional District Sub Registrar, Rajarhat, **District - North 24 Parganas**, butted and bounded as follows :-

On the North by : Land of R.S. & L.R. Plot Dag No. 724.

On the South by : 16' (sixteen feet) wide road.

On the East by : 16' (sixteen feet) wide road.

On the West by : Land of R.S. & L.R. Plot Dag No. 724.

The Second Schedule above referred to :

*(Description of the **Sold Property** in details)*

Part - I

All that one shop being **Shop No. AE-SP-03** on **Ground Floor, Block - 1** measuring an area of **72 (seventy two) Sq.ft. Super Built Up** together with undivided proportionate impartible and indivisible share and/or interest in the land morefully and particularly described in the First Schedule referred to hereinabove, together with common facilities and amenities mentioned under Fifth Schedule hereinunder appearing. That the said residential shop being **Shop No. AE-SP-03** on **Ground Floor, Block - 1**, is butted and bounded as follows :-

..... **On the**

On the North by : Open Space as per BMC Rule

On the South by : Covered Car Parking Spaces.

On the East by : Open Space as per BMC Rule

On the West by : Covered Car Parking Spaces.

shown in the annexed floor plan verged in border **RED** and the said floor plan shall be treated as part and parcel of these presents.

Part - II

The total consideration is **Rs. 4,60,800/- (Rupees four lakh sixty thousand and eight hundred) only** for the said Shop and the entire consideration is paid by the Purchaser/s to the Vendor/Developer in full and final before taking peaceful vacant and khas possession of the said shop in installments at '**Ambey Efficiency**', alongwith extra charges.

The Third Schedule above referred to :

(Common Portions/Areas)

1. Areas :

- i) Open and/or covered paths and passages of the said building.
- ii) All walls (save inside wall of any shop or units) and main entrance gate of the said building.

2. Water and Plumbing :

- i) Water Reservoir of the said building.
- ii) Water Tank of the said building.
- iii) Water pipe lines (save those inside any flat and/or units) lines.

..... **3. Electrical**

3. Electrical Installations :

- i) Wiring and accessories for lighting of the said building and its common portions (save those inside any flat and/or units).
- ii) Electrical Installations relating to the meter for receiving electricity from the electricity supply agency.
- iii) Pump, motor, lift and lift machinery of the said building.

4. Drains :

Drains, swerage and main soil pipes of the said building till connection with panchayat main drain.

5. Others :

Other areas and installations and/or equipments as are provided in building or common user and enjoyment thereof.

The Fourth Schedule above referred to :

(Common facilities and amenities for common users of all the flat owners)

- 1. Community Hall.
- 2. Compound area with paved pathways within the complex.
- 3. Well designed lobby finished with marble and granite and/or Stone/Tiles finish.
- 4. Generator facilities for common service i.e. lifts, pumps, common lighting.
- 5. 24 hours water supply through deep tubewell.

6. Security Measures:-

24 hours security manned by trained guards round the clock.

The Fifth Schedule above referred to :

(Common Expenses to be shared by the flat/unit/apartment owners on the basis of allotted square feet)

1. Association/Common Maintenance Body (CMB) :

Establishment and all other capital and operational expenses of the Association/Common Maintenance Body (CMB).

2. Common Utilities :

All charges and deposits for supply, operation and maintenance of common utilities.

3. Electricity :

All charges for the electricity consumed for the operation of the common maintenance, equipments and common lighting.

4. Insurance :

All expenses for insuring the building interalia against earthquake, rain, flood, fire, damage, demmorage, mob, violance, civil commotion etc.

5. Litigation :

All litigation expenses to be incurred for the common purposes relating to common use and enjoyment of the said proposed building.

..... **6. Maintenance :**

6. Maintenance :

All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating the common areas, including interior and exterior designs.

7. Operational :

All expenses for running and operating all machinery equipments and installations including lifts, generator/s, EPABX Board, pumps, motors and/or other devices and/or installations installed/to be installed in the building including payment of their fees, taxes, licences renewals etc.

8. Rates and Taxes :

Municipal tax, sur-charge, multistoried building tax, water tax and other levies in respect of the building as the case be, save those separately assessed by the competent authority of Jyangra Hatiara No. 2 Gram Panchayat.

The salaries of and all other expenses of the staff to be employed for the common purpose such as manager, caretaker, clerk, security persons, electricians, plumbers, sweepers etc. as per requirements including the amount payable for bonus to such staff and/or other benefits offered to them and the expenses for the same.

The Sixth Schedule above referred to :

(Covenants regarding management and maintenance of the common portions and the common expenses)

1. Title and Construction:

1.1. The Purchaser/s has/have examined the copy of the plans the title of the Owner to the said plots and building

agreement and the common portions and the facilities fittings and fixtures as have been provided in the building/ buildings including the said unit and have duly satisfied himself/herself/themselves with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the Purchaser/s.

2. Transfer and Dismemberment :

2.1. The properties and the rights hereby conveyed to the Purchaser/s for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Vendor/Developer.

2.2. The Purchaser/s shall be entitled to let out or part with possession of the said unit only after giving information in writing to the Flat Owners' Association/Common Maintenance Body disclosing the full particulars of occupant and rent and all other charges and benefits receivable by the Purchaser/s to the extent necessary for assessment of the liability for municipal and other rates, taxes and impositions it being clarified that in case of sale only three days prior intimation will be necessary of its intention to transfer alongwith the name of the Transferee and the Purchaser/s will not be required to disclose the consideration or other terms of such transfer.

2.3. Notwithstanding the aforesaid no transfer shall be effected to any sort whatsoever by the Purchaser/s until such time the Purchaser/s pay and discharge all his/her/their debts and liabilities to the Flat Owners' Association/Common Maintenance Body.

2.4. Mutation, taxes and impositions :

2.5. The Purchaser/s shall apply for and have the said unit separately assessed for the purpose of assessment of

..... municipal rates

municipal rates and taxes if and in so far as the same are allowable in law and shall also apply for and obtain mutation in his/her/their name as Purchaser/s and/or Co-owner in the relevant municipal/panchayat and other records.

3. Upon the mutation of the said unit for the purpose of liability of Municipal/Panchayat rates taxes and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said Unit.

3.1. Besides the amount of such municipal/panchayat taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any water tax etc. in respect of the building/s proportionately and/or the said unit wholly.

3.2. Besides the amount of all such taxes and impositions the Purchaser/s shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes and/or impositions proportionately or wholly as the case may be.

3.3. The liability of payment by the Purchaser/s of all such taxes and outgoings (including penalties charges costs and expenses) in respect of the said unit will accrue with effect from the 15th day of serving of notice of completion of the said unit in habitable condition by the Owner or to the Purchaser/s irrespective of when the Purchaser/s take physical possession of the said unit.

3.4. Management and maintenance of the common portions.

3.5. Upon the Purchaser/s fulfilling his/her/their obligation and covenant hereunder the Owner shall manage, maintain and control the common parts and do all acts deeds and

..... things as

things as be necessary or expedient for the common purposes and the Purchaser/s shall co-operate the Owner therefor and shall pay the Owner a sum as presently payable per month of the area of the said unit towards the common expenses subject to actual costs, till formation of Flat Owners' Association/Common Maintenance Body.

4. The Vendor/Developer may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the residential building as the Vendor/Developer may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall observe and abide by the same and shall not do anything whereby the same may be violated.

5. Additions alterations and payment of betterment fees etc.

- 5.1. The Purchaser/s shall, at his/her/their costs wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to the said unit and other units and/or the common portions make all alterations and additions as will be required to be made in the building and/or buildings of any part thereof by the Government or Jyangra-Hatiara No. 2 Gram Panchayat or their statutory body or otherwise and similarly pay all betterment fees and other similar levies and all other fees with regard to the building and/or user thereof including the charge of user, if any, as may arise accrue or be demanded at any time after possession of the said unit be delivered or be deemed to be delivered to the Purchaser/s by the Vendor/Developer.

6. User of the said unit and common portions.

- 6.1. The Purchaser/s shall do the following :

..... 7. Keep at

7. Keep at his/her/their own costs and expenses the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable commercial unit.
 - 7.1. Use the said unit and all the common portions carefully peaceably and quietly and in the manner reasonably indicated herein according to the rules that may separately be framed by the Vendor/Developer for the user thereof.
 - 7.2. Use all paths passage and staircase (save those reserved hereunder by the Vendor/Developer) if any for the purpose of egress and ingress and for no other purposes whatsoever.
 - 7.3. Use the said unit for commercial purpose and for no other purposes whatsoever unless otherwise expressly mentioned herein or permitted in writing by the Vendor/Developer.
 - 7.4. While using the said unit or any portion thereof or the common portions or otherwise the Purchaser/s shall not do any of the following acts deeds and things :-
 - a) Obstruct the CMB in its acts relating to the common purposes.
 - b) Violate any of the rules or regulations as laid down herein or that may separately be framed in respect of user of the building/buildings.
 - c) Injure harm or damage the common portions or any other units in the building by making any alterations or withdrawing any support or otherwise.
 - d) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refusees within the said unit or in the common portions save at the places indicated therefor.

- e) Place or cause to be placed any article or object in the common portions save as be permitted by the Vendor/ Developer in writing.
- f) Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or any where also in the building/buildings.
- g) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building/buildings.
- h) Put or affix any sign board name plate or other things or other similar articles in any of the common portions or outside walls of the building save at the place as expressly permitted by the Vendor/Developer.
- i) Keep or store allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portions.
- j) Keep or allow to keep any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit, if so at the responsibility of the Purchaser/s herein.
- k) Claim any right in or use any part on the building (other than the said unit) save for ingress and egress, to the said unit of men materials drain pipes and cables and in particular shall not claim any right on the terrace of the building or the open and/or covered spaces in the premises not transferred expressly to the Purchaser/s, not even the open top roof of the said building/buildings.

- l) Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Vendor/Developer or the CMB in writing.
- m) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual and quiet commercial purposes.
- n) Sub divide the said unit, servant's quarter and/or parking space if allotted or any portion thereof.
- o) Not to do any act deed or thing to obstruct the construction and completion of the said building and/or buildings in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said unit.
- p) Hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the construction of the buildings or any part thereof.
- q) Fix install air-conditioners in the said shop, (save and except at the places) which has been provided in the said unit for such installation.
- r) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.

- s) Damage or demolish or cause to be damaged or demolished the said unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- t) Close or permit the closing of any parts and/or alter or permit any alterations in the elevation and outside colour scheme of the exposed walls, or both faces of external doors and windows of the said unit which in the opinion of the Vendor/Developer differs from the colour scheme of the building or deviation which in the opinion of the company may effect the elevation in respect of the exterior walls of the building.
- u) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the building or cause increased premium to be payable in respect thereof, if the building/s is/are insured.
- v) Make in the said unit any structural addition and/or alterations such as in beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing to the Vendor/Developer and with the sanction of Jyangra-Hatiara No. 2 Gram Panchayat and/or any concerned authority.
- w) Fix or install any antenna on the roof or terrace of the said building or fix any window antenna excepting that the Purchaser/s shall be entitled to avail of the central antenna facilities (cable TV) to be provided by the Vendor/Developer to the Purchaser/s and also to other Co-owners of units in the said premises.

..... x) Use the

x) Use the said unit or permit the same to be used for any purpose whatsoever other than commercial place and shall not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building/s or to the Owner and occupiers of the neighbouring premises or for any illegal or immoral purposes whatsoever and similarly shall not keep in the parking space, anything and shall not raise or put up any kutchra or pucca construction thereon or part thereof.

8. Payments and deposits towards taxes and impositions and the common expenses :-

8.1. The impositions and payments by the Purchaser/s in terms hereof including those mentioned in clause 3.2 hereinabove shall be made by the Purchaser/s within 7 (seven) days of the Owner leaving its bill for the same in the said unit and/or at the above address of the Purchaser/s.

8.2. All amount are to be deposited by the Purchaser/s in pursuance hereof and/or under the unit construction agreement shall be utilised only for the purpose for which the same has been made subject however to the other provisions hereof.

8.3. Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time, if any, shall be borne by the Purchaser/s herein.

..... 9. Default

- 9. Default in payment.
 - 9.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Vendor/Developer shall be entitled to with hold all utilities and facilities to the Purchaser/s and/or the said unit including electricity, water and/or other services to the unit at the time the Purchaser/s continue or remain in default and the Vendor/ Developer shall be entitled to demand and realise the amount in respect whereof such default has been committed together with interest thereon @ 1.5% (one point five percent) compoundable monthly.
 - 9.2. The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the Owner and shall not make any demand for losses or damages in connection therewith.
 - 9.3. Miscellaneous.
 - 9.4. Any delay or indulgence by the Vendor/Developer in enforcing the terms of these presents of any forbearance or giving of time to the Purchaser/s shall not be construed as waiver of any breach or non compliance nor shall the same in any manner prejudice the rights of the Vendor/ Developer.
 - 9.5. It is clarified that whenever any amounts expressly payable by the Purchaser/s hereto the same shall wholly be payable by the Purchaser/s in the same relates only to the said unit and proportionately in case it relates to the building unless otherwise specifically mentioned herein.

..... 10. All amounts

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

10.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.

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

10.3. As between the Owner of the One Part and the Purchaser/s of the Other Part, the parties shall indemnify and keep each other saved harmless and indemnified in respect of all losses damages claims demands costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions hereof by the other party, but provided only that the party claiming indemnification has not failed to discharge and fulfil its obligations hereunder.

10.4. The proportionate share of the Purchaser/s in various matters referred herein shall be such as may be determined by the Owner and the Purchaser/s shall be bound to accept the same notwithstanding there being minor variations therein for the sake of convenience.

10.5. The Owner shall have the exclusive right to the open roof and the parapet walls thereof and also to make construction on any portion of the premises and to use enjoy and hold

..... and transfer

and transfer the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser/s agree/s not to obstruct or object to the exercise of such rights by the Owner in any manner whatsoever.

10.6. All notice to be served hereunder by either of the parties to the other shall be deemed to have been served on the seventh day of the date the same has been delivered for despatch to the Postal Authorities by Registered Post with acknowledgement due at the last known address of the party to whom notice be served unless otherwise expressly mentioned herein.

..... **In Witness**

In witness whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered
by the above named **Owners/Vendors,**
Vendor/Developer and **Purchaser/s**
at Kolkata in the presence of :

1.

2.

**Signature of the Owners/Vendors
and Vendor/Developer**

Signature of the Purchaser/s

This **Deed of Conveyance** is
drafted and prepared at our office
based on the documents
supplied by the Vendor/Developer :

For Subir Kumar Seal & Associates

Advocates

High Court Calcutta

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,

Ground Floor, Police Station - Lake Town,
Kolkata - 700 055.

Phone : 033-2574-1768.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail -seal.associates@gmail.com

Received on and from the withinnamed **Purchaser** by the withinnamed **Vendor/Developer** the withinmentioned sum of **Rs. 4,60,800/- (Rupees four lakh sixty thousand and eight hundred) only** as and by way of consideration money in full and final for sale of the Part-I of the Second Schedule property as per Memorandum of Consideration below :-

Memo of Consideration

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
1.	06.05.2017	1204662035	AXIS Bank	Kankurgachi	5,000.00
2.	17.05.2017	IMPS 713722559290	ICICI	- do -	20,000.00
3.	19.05.2017	NEFT 1213579329	- do -	- do -	30,000.00
4.	05.06.2017	437736	UBI	High Court Kol-700001	1,75,400.00
5.	01.07.2017	488781 (part)	ICICI	Salt Lake	2,30,400.00
Total					: 4,60,800.00

(Rupees four lakh sixty thousand and eight hundred) only.

Witnesses :

1.

2.

Signature of the Vendor/Developer