

DEED OF CONVEYANDE

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

B E T W E E N

- (1) **SHYAMA BIO CONS PVT. LTD**, a Company incorporated under the Indian Companies Act, 1956, having registered office at Commerce House, 9th Floor, Room No. 5, 2A, Ganesh Chandra Venue, Kolkata 700 013, Post Office and Police Station _____, represented by it's Director **SRI MAHESH KUMAR SINGHANIA**, sob of Late Ram Gopal Singhanian, by faith Hindu, by occupation Business, residing at Premises No. 20, Mande Ville GARDEN, 2ND Floor, 2^B, Kolkata 700 019, District South 24 Parganas, hereinafter referred to as the **FIRST OWNER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors-in-interest, executors, administrators, legal representatives and assigns). The First Owner is represented by Constituted Attorney namely **M/S. SUN CONSTRUCTION**, a Proprietorship firm, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by dint of Development Power of Attorney dated 21st October, 2016, being Deed No. 1744/2016.
- (2) **KHITISH MONDAL** son of Sadhan Mondal, by faith Hindu, by occupation Business, residing at Mahishbathan, Post Office Krishnapur, Police Station Electronic Complex, Kolkata 700 102, hereinafter referred to as the **SECOND OWNER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns). The Second Owner is represented by Constituted Attorney namely **M/S. SUN CONSTRUCTION**, a Proprietorship firm, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by dint of Development Power of Attorney dated 21st October, 2016, being Deed No. 1764/2016.
- (3) **SMT. UMA MONDAL** wife of Sri Anukul Chandra Mondal, by faith Hindu, by occupation Housewife, residing at Mission Bazar, Post Office Krishnapur, Police Station New Town, Kolkata 700 102, District North 24 Parganas, (4) **SRI ANUPAM MONDAL** son of Sri Anukul Chandra Mondal, by faith Hindu, by occupation Business, residing at Mission Bazar, Post Office Krishnapur, Police Station New

Town, Kolkata 700 102, District North 24 Parganas, hereinafter referred to as the **SECOND OWNER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns). The Second Owner is represented by Constituted Attorney namely **M/S. SUN CONSTRUCTION**, a Proprietorship firm, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by dint of Development Power of Attorney dated 21st October, 2016, being Deed No. 1743/2016.

The First Owner, Second Owner and Third Owners are collectively referred and identified as **OWNERS/VENDORS**, for the sake brevity and all represented by Constituted Attorney namely **M/S. SUN CONSTRUCTION**, a Proprietorship firm, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, as mentioned above.

AND

M/S. SUN CONSTRUCTION, a Proprietorship firm, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, hereinafter called and referred to as the "**PROMOTER**"/ **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

_____ hereinafter jointly referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

DEVOLUTION OF TITLE IS DESCRIBED IN THREE PHSES

OWNERSHIP OF FIRST OWNER AND APPOINTMENT OF DEVELOPER BY FIRST OWNER

- A. One Abinash Chandra Naskar and SashiBhushanNakar were the absolute Owners of a Plot of land admeasuring an area of 34 Decimal, lying and situated under MouzaMahishbatha, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, corresponding to R.S. Dag No. 372, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas.
- B. The said Abinash Chandra Naskar and Sashi Bhushan Naskar jointly sold, transferred and conveyed 34 Decimal, lying and situated under Mouza Mahishbatha, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, corresponding to R.S. Dag No. 372, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas. The said Deed of Conveyance was registered before the Sub Registrar at Cossipore Dum Dum, recorded in Book No. I, Volume No. 21, Pages 198 to 199, being Deed No. 1123, for the year 1945, unto and in favour of Upendra Nath Naskar.
- C. The said Upendra Nath Naskar died intestate leaving behind and/or survived by his five sons namely Brindaban Naskar, Ajit Kumar Naskar, Jitendra Nath Naskar, KashinathNaskar and Sri Debabrata Naskar, as his only legal heirs and successors.
- D. The aforesaid Brindaban Naskar, Ajit Kumar Naskar, JitendraNathNaskar, Kashinath Naskar and Sri Debabrata Naskar, sold, transferred and conveyed a portion of the aforesaid property out of total 34 Decimal of land in favour of Puspa Rani Naskar, by virtue of registered Deed of Conveyance. Thus Brindaban Naskar, Ajit Kumar Naskar, Jitendra Nath Naskar, Kashinath Naskar and Sri Debabrata Naskar along with PuspaRani Naskar became the absolute owners of the aforesaid entire property admeasuring 34 Decimal, by virtue of inheritance as per provisions of Hindu Succession Act, 1956 and Deed of Conveyance.
- E. Subsequently a Deed of Partition was executed amongst aforesaid Brindaban Naskar, Ajit Kumar Naskar, Jitendra Nath Naskar, Kashinath Naskar and Sri Debabrata Naskar, against their individual, respective share out of the total aforesaid property in their individual names and the said Deed of Partition was executed before the office of Additional District Sub Registrar Bidhannagar, recorded in Book No. Volume No. 213, Pages from 239 to 260, being Deed No. 9807 for the year 1992 and thereafter one of them namely Ajit Kumar Naskar sold, transferred and conveyed a portion of land admeasuring an area of 4 Cottah in favour of Asish Agarwal, by way of registered Deed of Conveyance, duly registered before the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, Volume No. 164, Pages 83 to 90, being Deed No. 7646, for the year 1994.
- F. The aforesaid Brindaban Naskar sold, transferred and conveyed a portion of land admeasuring an area of 4 Cottah in favour of Ashim Burman Roy, by way

of registered Deed of Conveyance, duly registered before the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, Volume No. 120, Pages 70 to 76, being Deed No. 6575, for the year 1995.

- G. The aforesaid Brindaban Naskar, Ajit Kumar Naskar, Puspa Rani Naskar, sold, transferred and conveyed a portion of land admeasuring an area of 4 Cottah in favour of Shri Pranab Banerjee, by way of registered Deed of Conveyance, duly registered before the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, Volume No. 164, Pages 90 to 100, being Deed No. 7647, for the year 1994.
- H. In this circumstances Ashis Agarwal, Ashim Burman Roy and Pranab Banerjee became the Owners individually 4 Cottah and collectively 12 Cottah of land lying and situated under Mouza Mahishbatha, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, corresponding to R.S. Dag No. 372, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas.
- I. Subsequently Ashis Agarwal, Ashim Burman Roy and Pranab Banerjee sold, transferred and conveyed **ALL THAT** piece and parcel of land admeasuring an area of 12 Cottah be the same little more or less, lying and situated under Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365 corresponding to R.S. and L.R. Dag No. 372, 377, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas, hereinafter referred to as the unto and in favour of M/s. Shyama Bio Cons. Pvt. Ltd, by virtue Deed of Conveyance dated 17th May, 2006, registered in the office of Additional District Sub Registrar Bidhannagar, recorded in Book No. I, Volume No. 589, Pages 51 to 79, being Deed No. 9773, for the year 2006, hereinafter referred to as the **LAND OF FIRST OWNER**
- J. The said Shyama Bio Cons Private Limited entered into Development Agreement on 9th September, 2016, with Sun Construction, for construction and development and appointed Mr. Debasish Roy, being the sole proprietor of Sun Construction as Developer in respect of **ALLTHAT** piece and parcel of land admeasuring an area of **12 Cottah** be the same little more or less, lying and situated under Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365 corresponding to R.S. and L.R. Dag No. 372, 377, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas, **(being the Land of First Owner)** and the Development Agreement was registered in the office of A.D.S.R. Bidhannagar, recorded in Book No. I, being Deed No. 1542.
- K. The said Shyama Bio Cons Private Limited also executed Development Power of Attorney on 21st October, 2016, unto and in favour of Mr. Debasish Roy, being

the sole proprietor of Sun Construction over and in respect of **ALLTHAT** piece and parcel of land admeasuring an area of 12 Cottah be the same little more or less, lying and situated under Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365 corresponding to R.S. and L.R. Dag No. 372, 377, under C.S Khatian No. 130, R.S. Khatian No. 122, within the jurisdiction of Electronic Complex Police Station, previously Bidhannagar East Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas, **(being the Land of First Owner)**. The said Development Power of Attorney was registered in the office of Additional District Sub Registrar, recorded in Book No. I, being Deed No. 150401744 for the year 2016.

OWNERSHIP OF SECOND OWNER AND APPOINTMENT OF DEVELOPER BY SECOND OWNER

- A. One Golak Chnadra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar collectively purchased a landed property lying under Mouza Mahishbathan from one Dharendra Nath Naskar, by virtue of one Deed of Conveyance, duly registered before the Sub-Registrar at Cossipore Dum Dum, and recorded in Book No. I, Volume No. 88, Pages 127 to 129, being Deed No. 6037, for the year 1958 and apart from their purchased land mentioned above the Golak Chandra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar collectively also inherited some landed property from their father Rajendra Nath Naskar, since deceased.
- B. The said Golak Chandra Naskar, Tilak Chandra Naskar and Rabindr Nath Naskar and Giribala dasi widow of Rajendra Nath naskar entered into a Deed of partition in respect of the their joint property which they were holding jointly and which they inherited from Rajendra Nath Naskar. The said Deed of partition was registered before the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 94, Pages 21 to 29, being Deed No. 6039 for the year 1958.
- C. Under refuge of the aforesaid Deed of Partition, the aforesaid Tilak Chandra Naskar became the absolute owner of a portion admeasuring 57 Decimal and while seized and possessed of the aforesaid 57 Decimal, the said Tilak Chandra Naskar sold, transferred and conveyed **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, unto and in favour of Sri Bhaskar Prasad Deb, by virtue of Deed of Conveyance, duly registered before the Additional District Sub Registrar at Bidhannagar (Salt Lake City) and recorded in Book No. I, being Deed No. 1216, for the year 1994 against valuable consideration.

- D. The said Bhaskar Prasad Deb, subsequently by virtue of registered Deed of Conveyance, duly registered before the District Sub Registrar II, at Barasat, recorded in Book No. I, CD Volume No. 1, Pages 9205 to 9216, Being No. 01200 for the year 2007, sold, transferred and conveyed **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, unto and in favour of Khitish Mondal, hereinafter referred to as the **LAND OF SECOND OWNER**)
- E. The said Khitish Mondal subsequently recorded his name in the Records of Right (concerned B.L & L.R.O) in respect of 7 Cottah land i.e 12 Decimal of land more or less, under L.R. Khatian No. 166, under Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas.
- F. The said Khitish Mondal entered into Development Agreement on 21.04.2015 with Jupiter Enterprise, in respect of **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, **(being the land of the Second Owner)** and the Development Agreement was registered in the office of A.D.S.R. Bidhannagar, recorded in Book No. I, CD Volume No. 2, Pages 4994 to 5016, being Deed No. 00920 for the year 2015. Subsequently the said Development Agreement got cancelled upon mutual understanding by virtue of Deed of Cancellation of Development Agreement dated 9th August, 2016, being Deed No. 1380/2016.
- G. Thereafter the said Khitisth Mondal entered into Development Agreement with Sun Construction on 9th August, 2016, for construction and development and appointed Mr. Debasish Roy, being the sole proprietor of Sun Construction over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, **(being the Land of the Second Owner)**. The said Development Agreement was registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1504-2016. Pages 49631 to 49660, being Deed No. 150401383 for the year 2016.

- H. The said Khitish Mondal also executed Development Power of Attorney on 21st October, 2016, unto and in favour of Mr. Debasish Roy, being the sole proprietor of Sun Construction over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, **(being the Land of the Second Owner)**. The said Development Power of Attorney was registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1504-2016. Pages 63313 to 63329, being Deed No. 150401764 for the year 2016

OWNERSHIP OF THIRD OWNER AND APPOINTMENT OF DEVELOPER BY THIRD OWNER

- A. One Golak Chnadra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar collectively purchased a landed property lying under Mouza Mahishbathan from one Dharendra Nath Naskar, by virtue of one Deed of Conveyance, duly registered before the Sub-Registrar at Cossipore Dum Dum, and recorded in Book No. I, Volume No. 88, Pages 127 to 129, being Deed No. 6037, for the year 1958 and apart from their purchased land mentioned above the Golak Chandra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar collectively also inherited some landed property from their father Rajendra Nath Naskar, since deceased.
- B. The said Golak Chandra Naskar, Tilak Chandra Naskar and Rabindr Nath Naskar and Giribala dasi widow of Rajendra Nath naskar entered into a Deed of partition in respect of the their joint property which they were holding jointly and which they inherited from Rajendra Nath Naskar. The said Deed of partition was registered before the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 94, Pages 21 to 29, being Deed No. 6039 for the year 1958.
- C. Under refuge of the aforesaid Deed of Partition, the aforesaid Tilak Chandra Naskar became the absolute owner of a portion admeasuring 57 Decimal, lying and situated at Mouza Mahishbathan , The said Tilak Chandra Naskar appointed two sons namely Mantu Naskar and Pnakaj Naskar as Constituted Attorneys and empowered themselves to sell, transfer and convey the aforesaid land.
- D. The aforesaid Attorney Holders on behalf of Tilak Chandra Naskar sold, transferred and conveyed two adjoining plots of land admeasuring 4 Cottah 15 Chittack 35 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan, unto and in favour of Bhaswati Ghosh and Ajoy Kumar Ghosh respectively.

- E. By virtue of registered Deed of Conveyance, duly registered in the office of Additional District Sub Registrar, Bidhannagar (Salt Lake City), recorded in Book No. I, Being No. 2017 for the year 1993, the said aforesaid Attorney Holders on behalf of Tilak Chandra Naskar sold, transferred and conveyed 4 Cottah 15 Chittack 35 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan, unto and in favour of Bhaswati Ghosh.
- F. By virtue of registered Deed of Conveyance, duly registered in the office of Additional District Sub Registrar, Bidhannagar (Salt Lake City), recorded in Book No. I, Being No. 2016 for the year 1993, the said aforesaid Attorney Holders on behalf of Tilak Chandra Naskar sold, transferred and conveyed 4 Cottah 15 Chittack 35 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan, unto and in favour of Ajoy Kumar Ghosh.
- G. Thereafter out of 9 Cottah 15 Chittack 25 Sq.Ft, a portion of land admeasuring 1 Cottah 1 Chittack 7 Sq.Ft, was diverted with the drain into metal road which is adjoining with the aforesaid property. The said Bhaswati Ghosh sold, transferred and conveyed 3 Cottah 8 Chittack 8 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan, unto and in favour of Uma Mondal. The said Deed of Conveyance was registered before the A.D.S.R Bidhanagar, recorded in Book No. I, CD Volume No. 5, Pages 98 to 110, being Deed No. 1174 for the year 2014.
- H. The said Ajoy Kumar Ghosh sold, transferred and conveyed 3 Cottah 14 Chittack 13 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan, unto and in favour of Anupam Mondal. The said Deed of Conveyance was registered before the A.D.S.R Bidhanagar, recorded in Book No. I, CD Volume No. 5, Pages 85 to 97, being Deed No. 1173 for the year 2014.
- I. Thereafter the said Uma Mondal mutated her name in the records of Block Land and Land Reforms Office vide Khatian No. 1744, in respect of 6 Decimal equivalent to 3 Cottah 8 Chittack 8 Sq.Ft, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan,
- J. Thereafter the said Anupam Mondal mutated his name in the records of Block Land and Land Reforms Office vide Khatian No. 1744, in respect of 6 Decimal equivalent to Cottah 14 Chittack 13 Sq.Ft comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan,
- K. The land of Uma Mondal and Anupam Mondal in total accumulated **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, 6 Chittack 31 Sq.Ft be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of

Bidhannagar Municipal Corporation, District North 24 Parganas, hereinafter referred to as the **LAND OF THE THIRD OWNER**.

- L. The said Uma Mondal and Anupam Mondal entered into Development Agreement on 9th September, 2016, with Sun Construction, for construction and development and appointed Mr. Debasish Roy, being the sole proprietor of Sun Construction as Developer in respect of **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, 6 Chittack 31 Sq.Ft be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, **(being the Land of Third Owner)** and the Development Agreement was registered in the office of A.D.S.R. Bidhannagar, recorded in Book No. I, CD Volume No. 1504-2016, Pages 55634 to 55671, being Deed No. 1544 for the year 2016.
- M. The said Uma Mondal and Anupam Mondal also executed Development Power of Attorney on 21st October, 2016, unto and in favour of Mr. Debasish Roy, being the sole proprietor of Sun Construction over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 7 Cottah, 6 Chittack 31 Sq.Ft be the same little bit more or less, comprised in C.S. dag No. 366, corresponding to L.R. Dag No. 373, lying and situated at Mouza Mahishbathan , recorded under C.S. Khatian No. 50, corresponding to R.S. Khatian No. 48, and L.R. Khatian No. 123, J.L. No. 18, R.S. No. 203, Touzi No. 145, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District North 24 Parganas, **(being the Land of Third Owner)**. The said Development Power of Attorney was registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1504-2016. Pages 62716 to 62733, being Deed No. 150401743 for the year 2016
- N. AMALGAMATION OF LANDS OF FIRST, SECOND AND THIRD OWNER AND AMALGAMATED TOTAL LAND STANDS 26 COTTAH 6 CHITTACK 21 SQ.FT**
- i. As per norms of the building rules by Deed of Gift dated 14TH DAY September, 2017 the aforesaid Shyama Bio- Cons Private Limited, Khitish Mondal, Uma Mondal and Anupam Mondal, being the Owners transferred an area of 34 sq. ft. out of 26. Cottah in favor of The Bidhannagar Municipal Corporation. The said Deed of Gift was registered in the office of Additional District Sub Registrar, Bidhanagar, recorded in Book No. I, Volume No. 1504 2017, Pages 47982 to 48008, being Deed No. 150401273 for the year 2017.
- ii. The aforesaid Shyama Bio- Cons Private Limited, Khitish Mondal, Uma Mondal and Anupam Mondal, being the Owners amalgamated their respective lands being **(LAND OF FIRST OWNER, SECOND OWNER AND**

THIRD OWNER) as mentioned hereinabove, and after amalgamation the total land area as amalgamated property aggregated, accumulated, and stood final **ALL THAT** piece and parcel of land admeasuring an area of 26 Cottah 6 Chittack 21 Sq.Ft, more or less, lying and situated as Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365, 366, corresponding to R.S./L/R. Dag No. 372, 373, 377, recorded under C.S. Khatian No. 50, 130, corresponding to R.S. Khatian No. 48, 122, corresponding to L.R. khatian No. 966, 1335, 1744 and 1745, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas (North), hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A-I, and/or FIRST SCHEDULE**, written hereunder.

- O. The Owners/Vendors and Promoter herein have executed their respective Allocation Agreement (Supplementary Agreement) in order to determine their respective allocation permanently.
- P. With an object to develop the land, the aforesaid **M/S. SUN CONSTRUCTION** a Proprietorship firm having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091 (formerly Block-FD, House No. FD-324, Salt Lake, Sector-III, Kolkata – 700106) West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal, by faith Hindu, by Nationality Indian, by occupation Business, being the Developer herein the appointment of whom has been described hereinabove, and thus appointed the as sole and exclusive Developer/Promoter of the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A-I, and/or FIRST SCHEDULE**, written hereunder. for the purpose of construction of the new multistoried apartment building thereupon as the terms and conditions recorded therein simultaneously the Developer herein has been appointed as Constituted Attorney by First, Second and Third Owners jointly and severally in respect of respective individual land by dint of respective document as described hereinabove in detail.
- Q. The Developer/Promoter herein prepared a Building Plan for construction of two G+IV storied Buildings, being Block 1 and Block 2, respectively over and in respect of **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A-I, and/or FIRST SCHEDULE**, written hereunder with the help of one reputed Architect and submitted the same before the concerned Authority for necessary approval and after obtaining the Building Sanctioned Plan being No. _____ from the Bidhannagar Municipal Corporation. The Developer/Promoter commenced construction on the **SAID PROPERTY** and the Developer/Promoter in accordance with sanctioned Plan has completed the Project (**DWARKA**).
- R. The Developer/Promoter has registered the Project under West Bengal Housing Industrial Regulation Act, 2017, vide Registration No. _____

WB/HIRA _____, dated _____.and the Project is named "**DWARKA**".

- S. By way of an Agreement for Sale dated _____ under West Bengal Housing Industrial Regulation Act, 2017, the Purchasers/Allottees have agreed to purchase, seize and acquire **ALL THAT One** _____ BHK residential Flat **being no** _____ measuring **Carpet area** of _____ **Sq.Ft.** more or less, **Balcony area** _____ **Sq.Ft.** (**Chargeable area** _____ **Sq.Ft.**) more or less , built up area _____ **Sq. ft** more or less , **having super built up area** _____ **Sq.Ft** more or less, situated on the _____ **Floor**, together with **One Covered Car Parking Space** being **No., admeasuring 135 Sq.Ft.**, on the **Ground Floor** of the of the Building/Block 1, Together with undivided, variable, impartible, proportionate share in the land underneath the said Building/Block 1, as attributed and appurtenant to the aforesaid Apartment and Car Parking Space and Together with all Common areas, facilities, Amenities, attached with the Building/Block 1, and available in the Real Estate Project namely "**DWARKA**" constructed over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 26 Cottah 6 Chittack 21 Sq.Ft, more or less, lying and situated as Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365, 366, corresponding to R.S./L/R. Dag No. 372, 373, 377, recorded under C.S. Khatian No. 50, 130, corresponding to R.S. Khatian No. 48, 122, corresponding to L.R. khatian No. 966, 1335, 1744 and 1745, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas (North), hereinafter referred to as the hereinafter referred to as the **SAID APARTMENT AND CAR PARKING SPACE**, morefully and particularly described in **SECOND SCHEDULE**, written hereunder for total consideration of Rs. _____.
- T. The Purchasers/Allottees do acquire the **SAID APARTMENT AND CAR PARKING SPACE** together with undivided and impartible proportionate share interest and ownership of the land in the said property on which the **Said Apartment and Car Parking Space** is constructed and also of common areas and spaces and easement and other right in respect thereof at the total agreed price of Rs. _____ (Rupees _____ Only) on the terms and conditions as agreed and settled by and between the Promoter and the Purchasers/Allottees herein.
- U. The Purchaser/Allottee has made full payment of all moneys payable hereunder and upon such payment, the Purchaser had duly taken actual physical possession of the **Said Apartment and Car Parking Space** and now called upon the Promoter/Developer herein to execute and register proper Deed of Conveyance in favour of the Purchaser along with Owners/Vendors in respect of the undivided and impartible proportionate share interest and ownership of the land in the said property and also all common areas and spaces therein all easement and other rights in respect thereof as well as the **Said Apartment and Car Parking Space** in the manner hereinafter appearing at or for the said total sum of Rs. _____ free from all encumbrances

to which the Promoter/Developer herein agreed which is vividly described in the Memo of Consideration as a part of this Indenture.

- V. The Owners/Vendors and Promoter/Developer herein doth hereby declare and covenant with the Purchasers/Allottees that the said property and /or the **SAID Apartment and Car Parking Space** is free from all encumbrances like lien, charges, mortgage, attachment, litigation etc. of any nature whatsoever and that the Owner/Vendor & Developer/Promoter herein have full right, title and interest in the said premises and /or the **Said Apartment and Car parking Space** and has full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and Promoter/Developer herein further declare that there is a clear title to the Flat and its appurtenances belong to the Owners/Vendors and Promoter/Developer herein absolutely and that neither the Owners/Vendors and Promoter/Developer herein or any other person or persons has created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the **Said Apartment and Car parking Space** and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and Promoter/Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and Promoter/Developer herein has themselves full right, power and absolute authority to sell or transfer to the Purchasers/Allottees the **Said Apartment and Car parking Space** and their right, title and interest therein and that the Owners/Vendors and Promoter/Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the **Said Apartment and Car parking Space** by the Purchasers/Allottees may be rendered illegal and/or unauthorized for any reason or on any account.
- W. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- X. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- Y. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- Z. The Developer/Promoter being constituted Attorney of the Owners/Vendors must obtain completion or occupancy certificate from the Bidhannagar Municipal Corporation of the building made against the Sanctioned Plan being Pin No _____ and as and when the same is collected from the Bidhannagar Municipal Corporation

then hand over a copy of the Occupancy Certificate to the Purchaser/Allottees herein.

III NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance to the Agreement for Sale dated _____ and in consideration of the payment of sum **Rs.** _____ as the total Consideration paid by the Purchasers/Allottees to the Promoter herein *(receipt whereof the said the Developer/Promoter hereby as well as by the memo hereunder written acknowledges and admits and discharges from every part thereof acquits discharges and exonerates the Purchasers/Allottees)* paid on or before the execution of these presents, the **Owners/Vendors and Promoter/Developer** doth hereby sell, transfer and convey unto and in favour of the Purchasers/Allottees herein **ALL THAT One** _____ BHK residential Flat **being no** _____ measuring **Carpet area** of _____ **Sq.Ft.** more or less, **Balcony area** _____ **Sq.Ft. (Chargeable area** _____ **Sq.Ft.)** more or less, built up area _____ **Sq. ft** more or less, **having super built up area** _____ **Sq.Ft** more or less, situated on the _____ **Floor**, together with **One Covered Car Parking Space** being **No., admeasuring 135 Sq.Ft.** on the **Ground Floor** of the of the Building/Block 1, Together with undivided, variable, impartible, proportionate share in the land underneath the said Building/Block 1, as attributed and appurtenant to the aforesaid Apartment and Car Parking Space and Together with all Common areas, facilities, Amenities, attached with the Building/Block 1, and available in the Real Estate Project namely **"DWARKA"** constructed over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 26 Cottah 6 Chittack 21 Sq.Ft, more or less, lying and situated as Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365, 366, corresponding to R.S./L/R. Dag No. 372, 373, 377, recorded under C.S. Khatian No. 50, 130, corresponding to R.S. Khatian No. 48, 122, corresponding to L.R. khatian No. 966, 1335, 1744 and 1745, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas (North), hereinafter referred to as the **SAID APARTMENT AND CAR PARKING SPACE, TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anyway appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners Vendor & Developer/Promoter hereinto the said piece of land and over the premises hereby conveyed and every part thereof **TOGETHER WITH** the rights to have the said Flat and parking Space completely built and constructed by the **Owners/Vendors and Promoter/Developer** herein at the costs of the Purchaser AND **TOGETHER WITH** all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the Said Flat and

Car Parking Space or any part or parts thereof belonging or in anywise appertaining or which with the same or any part or parts thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the **Owners/Vendors and Promoter/Developer** into and upon the **Said Apartment and Car Parking Space** or any part or parts thereof TOGETHER WITH true and correct copies of all deeds pottahs muniments writings and evidences of title relating to the said Flat and parking Space or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the **Owners/Vendors and Promoter/Developer** or which the **Owners/Vendors and Promoter/Developer** can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers/Allottees absolutely and forever, subject to the payment of all rents, rates, taxes, GST payment, assessments, dues and duties now chargeable and payable by the Purchasers/Allottees and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof

IV. AND the Owner/Vendor and Promoter/Developer herein doth hereby covenants with the Purchasers/Allottees that:-

1. The Owner/Vendor and Promoter/Developer herein now have good right and full power to convey and transfer by way of sale the **Said Apartment and Car Parking Space** and the premises hereby conveyed or intended so to be unto and to the use of the Purchasers/Allottees in the manner aforesaid and put the Purchasers/Allottees in vacant, peaceful and unencumbered possession.
2. The Purchasers/Allottees may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the **Said Apartment and Car Parking Space** and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owner/Vendor & Developer/Promoter herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The Purchasers/Allottees shall hold the **Said Apartment and Car Parking Space** free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and Promoter/Developer herein and well and sufficiently saved, defended kept harmless and indemnified of and from and against

all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor & Developer/Promoter herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

4. The Purchasers/Allottees shall be entitled to the rights, benefits and privileges attached to the **Said Apartment and Car Parking Space** and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the **Said Apartment and Car Parking Space** as detailed in the **THIRD SCHEDULE** hereunder written.
5. The Purchasers/Allottees shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.
6. The **SAID FLAT** and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The Purchasers/Allottees and other co owner shall abide by the House Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
8. The Purchasers/Allottees shall be entitled to the common easements and quasi easements affecting and attached to the **Said Apartment and Car Parking Space** are as detailed in the **SIXTH SCHEDULE** hereunder written.
9. The Purchasers/Allottees shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed (Said Flat) subject to the terms herein contained to any one without the consent of the Owner/Vendor and Promoter/Developer herein or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers/Allottees under the terms of this conveyance.
10. The Purchasers/Allottees' undivided proportionate interest is

impartible in perpetuity.

11. The Owner/Vendor & Developer/Promoter doth hereby further covenant with the Purchasers/Allottees that the Purchasers/Allottees may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the **Said Apartment and Car Parking Space** and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners /Vendors or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
12. The Owner/Vendor and Promoter/Developer and/or any person/s having or claiming any estate, right, title or interest in the **Said Apartment and Car Parking Space** and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers/Allottees do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers/Allottees in manner aforesaid as by the Purchasers/Allottees, his heirs, executors or administrators and assigns shall be reasonably required.
13. The Purchasers/Allottees shall mutate the **Said Apartment and Car Parking Space** in his/their own names and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.

V. The Parties hereto agree and declare as follows and the Purchaser doth hereby covenant with the Developer/Promoter and/OR Owners/Vendors.

1) With effect from the date of these presents the Purchaser/Allottee shall pay proportionate share of all Bidhan Nagar Municipal Corporation rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the **Said Apartment and Car Parking Space** in the said building in the said property as and when due and payable.

2) The Purchaser/Allottee shall be entitled to effect mutation of her name as the Owner of the **Said Apartment and Car Parking Space** in the records of the

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Bidhannagar Municipal Corporation and other authorities at his (their) own costs and the **Owners/Vendors and Promoter/Developer** agrees to give his unqualified consent for the same.

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3) Save and except the **Said Apartment and Car Parking Space** and the rights of the Purchaser hereby conferred, the Purchaser/Allottee shall have no claim or right of any kind or nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property other than the rights hereby conferred and the said other flats and portions of the said building shall always remain the property of the **Owners/Vendors and Promoter/Developer** as hereinafter mentioned and subject to the rights of the Owner/Vendor who is also Promoter/Developer.

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4) After the possession of the **Said Apartment and Car Parking Space** has been delivered to and taken by the Purchaser/Allottee from the **Owners/Vendors and Promoter/Developer** in terms of the said Agreement the Purchaser shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the **Owners/Vendors and Promoter/Developer** in respect on any ground whatsoever.

5) The Purchaser jointly with the Owners of other flat having formed an Association and the responsibility of the **Owners/Vendors and Promoter/Developer** for upkeep and maintenance of the said building the flat therein and for payment of outgoings and expenses in connection therewith in terms of the Agreement between the **Owners/Vendors and Promoter/Developer** and the Purchaser shall stand terminated and the Purchaser through the said Association shall carry on the works of upkeep and maintenance and other works of and in the said building upon payment of the costs and charges to the said Association.

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6) In the event of water pump, tube-well and other installations being required to be replaced, the Purchaser will pay her proportionate share towards costs of such replacements and installations charges as and when demanded by the said Association according to the necessity from time to time.

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7) In the event of any amount becoming payable in respect of the said property and/or the said building constructed therein by way of premium taxes levies or on any account whatsoever to the Central or State Government or Bidhannagar Municipal Corporation or any Competent Authority or for any betterment fees, charges, development taxes and any other taxes or payments of similar nature, the Purchaser shall pay her proportionate share towards the same to the said Association as and when demanded.

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8) The Purchaser/Allottee shall keep and maintain at her own costs the inside of the **Said Apartment and Car Parking Space** and every part thereof hereby purchased by her in good condition state and order and shall abide by all rules, laws and regulations of the Central or State Government, Bidhannagar Municipal Corporation

and all other appropriate authorities and local bodies and shall attend to, answer and be responsible for all deviations and violations of regulations in respect thereof.

9) The Purchaser/Allottee shall not do make or execute or permit to be done made or executed any act deed matter or thing which may render void or voidable any insurance of any flat or any part of the said building or which may cause payment of premium at an increased rate in respect of any insurance of any flat and/or the said building.

10) The Purchaser/Allottee shall at her costs keep the **Said Apartment and Car Parking Space** together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building. The Purchaser shall be permitted to make any internal addition or alteration and renovation work be it minor or major in the **Said Apartment and Car Parking Space** at her own cost from the date of delivery of possession.

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11) The Purchaser shall not at any time demolish or cause to be demolished or damaged the **Said Apartment and Car Parking Space** or any part thereof nor will make or cause to be made any additions or alterations of whatsoever nature to and in the **Said Apartment and Car Parking space** or any part thereof which may cause any damage or injury or is likely to affect the security, beautification, elevation, support, stability and protection of the said building including the said flat and car parking spaces. For the purpose of security beautification elevation support, stability and protection of the said building, the said Association shall be entitled to carry out necessary additions and alterations and the Purchaser hereby gives her unqualified consent for the same.

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12) After the possession of the **Said Apartment and Car Parking Space** is delivered to the Purchaser/Allottee if any additions or alterations or deviations in or about or relating to the said building including the said flat is required to be carried out at the instance of the Central or State Government, Bidhannagar Municipal Corporation or any other statutory authority or body, all such additions alterations or deviations shall on notice to the said Association be carried out by the Purchaser subject to the terms and conditions herein contained and in co-operation with the Purchaser of other flats or portions in the said building and **Owners/Vendors and Promoter/Developer** shall not be in any manner liable or responsible for the same. The **Owners/Vendors and Promoter/Developer** has on this day of execution of this instant agreement and subsequent handing over possession of the said flat represents to have constructed the said flat in accordance with the building sanction plan.

13) So long the flat and parking space in the said premises are not separately assessed by the BMC Authority the Purchaser shall pay his proportionate share of such rates (Both Owners and Occupiers) and also other taxes and impositions on the said premises in such proportion as shall be proportionate to the area of the property

agreed to be sold from the date of execution of this instant conveyance. However the Purchaser shall be duty bound to pay the service tax and deduct Income tax as the same may be levied by and/or applicable by any Concerned Competent Authority on or before the delivery of possession of the said flat and further pay the above proportion of tax till her flat is separately assessed.

14) That the Purchaser/Allottee herein shall remain duty bound to pay the Service Tax, GST (if applicable), and/or any other Tax charges subject to the liability imposed upon the Purchaser by the concerned State or Central Government authority.

15) The Purchaser shall not decorate or change the exterior of the said flat otherwise than in the manner as may be agreed.

16) The Purchaser shall not throw or accumulate dirt rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or in the common portions of the said building.

17) The Purchaser shall at their own costs maintain and repair the inside of the said flat and shall keep in all respects the said flat in proper order and condition and shall not do or cause to be done anything in the said flat which may or are likely to damage injure or substantially affect the said building and the stability, protection, security and preservation thereof.

18) In addition to the rights and privileges to which the Purchaser are and shall be entitled according to the law for the time being in force in respect of the said land and the said flat in the said property the Purchaser shall be entitled to, inter alia, the common areas and facilities and common use of the roof set out in the Third Schedule hereunder written and Common Expenses set out in the Fourth Schedule hereunder written subject to the conditions therein stated.

19) The **Owners/Vendors and Promoter/Developer** shall be entitled to all vertical and horizontal exploitation of the land in the said property, the roof and other portions including open space whether by way of additional constructions in the said building or otherwise in such manner as the **Owners/Vendors and Promoter/Developer** shall think fit and proper and the Purchaser agrees not to cause any interference or obstructions or hindrance in future for and in respect of such additional constructions. In that case the upper portion or top portion shall be granted common user of roof.

20) The Purchaser/Allottee shall have the right of common user of the roof with other owners or Purchaser of flat and parking Space in the said building in the said property without any right of making further or additional construction, temporary or permanent, on the roof and shall keep and maintain at her own costs the roof in proper order and condition.

21) The Purchaser shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the **Said Apartment and Car Parking Space** in the said building/block together with undivided and impartible proportionate share

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interest and ownership of the land in the said property, subject to the terms and conditions herein contained.

22) Any notice required to be given by the **Owners/Vendors and Promoter/Developer** shall without prejudice to any other mode of service available, be deemed to have been served on the Purchaser if delivered by hand or sent by prepaid registered post to the Purchaser and shall likewise be deemed to have been served on the **Owners/Vendors and Promoter/Developer** by the Purchaser if delivered by hand or sent by prepaid registered post to the Owner/Vendor who is also Promoter/Developer.

VI. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE DEVELOPER/PROMOTER AND THE PURCHASER/ALLOTTEES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the **Said Apartment and Car Parking Space** as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the **Said Apartment and Car Parking Space**
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
 - (iv) **SINGLE UNIT:** The Purchaser agrees that the **Said Apartment and Car Parking Space** along with parking if any shall be treated as a single indivisible unit for all purposes.
 - (v) **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Third Schedule shall be available only for use and enjoyment of the Co-owners of the Project.
- (VII) **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the **Said Apartment and Car Parking Space** and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship

used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the **Said Apartment and Car Parking Space** and the Project including as regards the area, the facilities, amenities and specifications thereat.

(VIII) **POSSESSION OF THE APARTMENT/PLOT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the **Said Apartment and Car Parking Space** to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.

(IX) **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over the necessary documents and plans, including common areas, to the Association.

(X) **PAST OUTGOINGS :** The Promoter has already paid all outgoings before transferring the physical possession of the **Said Apartment and Car Parking Space** to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

(XI) **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.

1. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the **Said Apartment and Car Parking Space** or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
2. **USAGE:** The service areas if any located within the project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements

in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

3. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 3.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Fifth Schedules hereto and maintain the **Said Apartment and Car Parking Space** at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the **Said Apartment and Car Parking Space** or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the **Said Apartment and Car Parking Space** and keep the **Said Apartment and Car Parking Space** its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 3.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the **Said Apartment and Car Parking Space** or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the **Said Apartment and Car Parking Space**
- 3.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 3.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
4. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
5. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the **Said Apartment and Car Parking Space**

6. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the **Said Apartment and Car Parking Space** and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the **Said Apartment and Car Parking Space** in case of a transfer, as the said obligations go along with the **Said Apartment and Car Parking Space** for all intents and purposes.

THE FIRST SCHEDULE-'

**- SCHEDULE OF THE OF THE LAND ABOVE REFERRED TO-
(SAID PROPERTY)**

ALL THAT piece and parcel of land admeasuring an area of 26 Cottah 6 Chittack 21 Sq.Ft, more or less, Together With Two Buildings/Blocks (Block 1 & 2), each Building comprising G+IV Storied under Project name **DWARKA**, standing thereon lying and situated as Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365, 366, corresponding to R.S./L/R. Dag No. 372, 373, 377, recorded under C.S. Khatian No. 50, 130, corresponding to R.S. Khatian No. 48, 122, corresponding to L.R. khatian No. 966, 1335, 1744 and 1745, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas (North), butted and bounded as follows:

ON THE NORTH : By 30 Feet Metal Road.

ON THE SOUTH : By Part of R.S. Dag No. 373, R.S. Dag No. 372.

ON THE WEST : By Mahishbathan Road.

ON THE EAST : Major Road.

THE SECOND SCHEDULE AS REFERRED ABOVE

SAID APARTMENT AND CAR PARKING SPACE

ALL THAT One _____ BHK residential Flat **being no** _____ measuring **Carpet area** of _____ **Sq.Ft.** more or less, **Balcony area** _____ **Sq.Ft. (Chargeable area** _____ **Sq.Ft.)** more or less, built up area _____ **Sq. ft** more or less, **having super built up area** _____ **Sq.Ft** more or less, situated on the _____ **Floor**, together with **One Covered Car Parking Space** being **No.**, admeasuring **135 Sq.Ft**, on the **Ground Floor** of the of the Building/Block 1, Together with undivided, variable, impartible, proportionate share in the land underneath the said

Building/Block 1, as attributed and appurtenant to the aforesaid Apartment and Car Parking Space and Together with all Common areas, facilities, Amenities, attached with the Building/Block 1, and available in the Real Estate Project namely **“DWARKA”** constructed over and in respect of **ALL THAT** piece and parcel of land admeasuring an area of 26 Cottah 6 Chittack 21 Sq.Ft, more or less, lying and situated as Mouza Mahishbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 364, 365, 366, corresponding to R.S./L/R. Dag No. 372, 373, 377, recorded under C.S. Khatian No. 50, 130, corresponding to R.S. Khatian No. 48, 122, corresponding to L.R. khatian No. 966, 1335, 1744 and 1745, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, District 24 Parganas (North),

**THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON AREAS AND FACILITIES OF INDIVIDUAL BLOCK/BUILDING)**

1. Staircases and landings on all the floors.
2. Roof.
3. Common passage on the ground floor.
4. Water pump, water tanks, the water pipes and other common passage, plumbing installations.
5. Electric wiring and meter.
6. Drainage and sewers.
7. Boundary walls and main gates.
8. Such other common parts, equipments, installations, fixtures and fittings.
9. Lift and its accessories.

AMENITIES OF THE PROJECT

- 1) Roof Top Children Park , Adda Zone , Landscaping garden
- 2) Air-conditioned well equipped modern gym, yoga centre
- 3) Reserved parking for visiting doctors and differently abled people
- 4) 24 X 7 water supply with Water Treatment Plant
- 5) Power back up with auto start feature generator

- 6) Jogging track
- 7) Hi-tech security system
- 8) Complete Wi-Fi/ Broadband

Security cabin with CCTV

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

- | 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project including Common Unit, Community Hall, MLCP, lifts, generators, intercom, CCTV, water pump with motors, electrical and solar plant, Community Hall related equipment and also the Parking Spaces and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipment and accessories, machinery, tools and tackles etc..
- | 12 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipment and installations comprised in the Common Areas and also the Parking Spaces
- | 23 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- | 34 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- | 45 **TAXES / Fees:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises including all statutory outgoings (save those assessed separately in respect of any unit).
- | 56 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- | 67 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- | 78 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- | 89 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including MLCP and also on

deployment of personnel and agency for its operation, security, protection and other purposes etc.

OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, and the Association for the common purposes.

THE FIFTH SCHEDULE AS ABOVE REFERRED TO

(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules");
 - 1.1 To use the **Said Apartment and Car Parking Space** only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the **Said Apartment and Car Parking Space** or any activity which may cause nuisance or annoyance to the Co-owners.
 - 1.1.1 The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - 1.1.2 the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
 - 1.1.3 the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - 1.1.4 No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - 1.1.5 The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - 1.1.6 The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the **Said Apartment and Car Parking Space** nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - 1.1.7 This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - 1.1.8 In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then

the Purchaser shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

- 1.1.9 The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
- 1.1.10 Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- 1.1.11 Not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
- 1.1.12 Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- 1.1.13 Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
- 1.1.14 Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
- 1.1.15 Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the **Said Apartment and Car Parking Space** and vice versa.
- 1.1.16 Not to sub-divide the Open Terrace in any manner.
- 1.2 The use of the Common Areas including but not limited to the Community Hall Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Community Hall Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Community Hall Facility by the Purchaser or his family members or any other person.
- 1.3 Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth

thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- 1.4 Not to claim any access or user of any other portion of the Project except the said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.5 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the **Said Apartment and Car Parking Space** PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the **Said Apartment and Car Parking Space** at a designated place. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the **Said Apartment and Car Parking Space** save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the **Said Apartment and Car Parking Space**
- 1.6 To apply for and obtain at his own costs separate assessment and mutation of the **Said Apartment and Car Parking Space** in the records of appropriate authority within 06 (six) months from the date of possession.
- 1.7 Not to partition or sub-divide the **Said Apartment and Car Parking Space** nor to commit or permit to be committed any form of alteration or changes in the **Said Apartment and Car Parking Space** or in the beams, columns, pillars of the Buildings passing through the **Said Apartment and Car Parking Space** or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
- 1.8 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.9 Not to install or keep or operate any generator in the **Said Apartment and Car Parking Space** or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the **Said Apartment and Car Parking Space** is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the **Said Apartment and Car Parking Space**

- 1.10 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 1.11 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- 1.12 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 1.13 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the **Said Apartment and Car Parking Space** at all reasonable times for construction and completion of the Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the **Said Apartment and Car Parking Space** within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 1.14 To use the Common Areas only to the extent required for ingress to and egress from the **Said Apartment and Car Parking Space** of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 1.15 To install firefighting and sensing system gadgets and equipment as required under law and shall keep the **Said Apartment and Car Parking Space** free from all hazards relating to fire
- 1.16 To keep the **Said Apartment and Car Parking Space** and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings and not to do or cause to be done anything in or around the **Said Apartment and Car Parking Space** which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the **Said Apartment and Car Parking Space**
- 1.17 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
- 1.18 Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring

and other fixtures and fittings serving the **Said Apartment and Car Parking Space** and any other Unit in or portion of the Project.

- 1.19 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 1.20 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 1.21 To maintain at his own costs, the **Said Apartment and Car Parking Space** and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the **Said Apartment and Car Parking Space** as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 1.22 Not to alter the outer elevation or façade or colour scheme of the Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 1.23 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.24 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.25 Not to use the **Said Apartment and Car Parking Space** or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Community Hall, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 1.26 To allow and permit the Promoter the following rights and authorities:-

- 1.26.1 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 1.26.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipment and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- 1.26.3 The Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Buildings in such manner as the Promoter may deem fit and proper.
- 1.27 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- 1.27.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the **Said Apartment and Car Parking Space** directly to the Bidhannagar Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the **Said Apartment and Car Parking Space** is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- 1.27.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the **Said Apartment and Car Parking Space** or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the **Said Apartment and Car Parking**

Space and proportionately in case the same relates to the Building or the said Land or any part thereof.

- 1.27.3 Electricity charges for electricity consumed in or relating to the **Said Apartment and Car Parking Space** (including any applicable minimum charges and proportionate share of transmission loss).
- 1.27.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the **Said Apartment and Car Parking Space** against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the **Said Apartment and Car Parking Space** wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 1.27.5 Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 1.27.6. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 1.27.7 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 1.28 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the **Said Apartment and Car Parking Space** Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.
- 1.29 The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled

to or is able to use all or any of the Common Areas and any non user or no requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.

- 1.30 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 1.31 The Purchaser shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

THE SIXTH SCHEDULE AS ABOVE REFERRED TO

2 (EASEMENT AND QUASSI EASEMENT AS AREFERRED ABOVE)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the **Said Apartment and Car Parking Space** which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
 - a. The right of access and use of the Common Areas in common with the Vendors and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the **Said Apartment and Car Parking Space**
 - b. The right of protection of the **Said Apartment and Car Parking Space** by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the **Said Apartment and Car Parking Space** through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be

reasonably necessary for the beneficial use occupation and enjoyment of the **Said Apartment and Car Parking Space**

- d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the **Said Apartment and Car Parking Space** and other Apartments and portions of the Building and also for the purpose of repairing the **Said Apartment and Car Parking Space** in so far as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be accepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the **Said Apartment and Car Parking Space** as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
 - c. The right of protection of other part or parts of the Building by all parts of the **Said Apartment and Car Parking Space** as the same can or does normally protect.
 - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
 - e. The right with or without workmen and necessary materials to enter from time to time upon the **Said Apartment and Car Parking Space** for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing,

cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties above named have put their respective hands the day month and year first above written.

SIGNED AND DELIVERED

by the **PARTIES** at Kolkata
in the presence of :

SIGNATURE OF THE OWNERS/VENDORS
Represented by Promoter
As Constituted Attorney

1.

SIGNATURE OF THE PROMOTER/DEVELOPER

2.

PURCHASERS/ALLOTTEES SIGNATURE OF THE

DRAFT PREPARED BY ME: -

RECEIVED of and from within named Purchaser the within mentioned sum of
Rs. _____ **/- (Rupees** _____ **Only)** in
full payment of the consideration money as per memo below :

MEMO OF CONSIDERATION

Date	Cheque/Cash	Bank and Branch	Amount(Rs.)

(Rupees _____ Only)

WITNESSES :

1.

SIGNATURE OF THE OWNER/VENDOR/PROMOTER/DEVELOPER

2.