

DRAFT DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of Two
Thousand and Twenty-One (2021) A.D.

BETWEEN

(1) **SRI JOYDEEP BANERJEA**, son of Late Asim Coomer Banerjea, aged about 47 Years, Holding PAN : **ADSPB9548H**, Adhaar No. – **294640443068**, by Nationality – Indian, by Faith – Hindu, by Occupation - Others, presently residing at 35-B, Badan Roy Lane, P. O. & P. S. : Beliaghata, Kolkata – 700 010, (2) **SMT. ANIMA BANERJEA**, wife of Late Asim Coomer Banerjea, aged about 72 Years, Holding PAN : **ADSPB9546K**, Adhaar No. – **761321110590**, by Nationality – Indian, by Faith – Hindu, by Occupation - Housewife, presently residing at 35-B, Badan Roy Lane, P. O. & P. S. : Beliaghata, Kolkata – 700 010, (3) **SMT. SUKANYA PAKRASHI**, wife of Subhas Pakrashi and daughter of Late Sudhir Kumar Ganguly and Late Kalpana Ganguly, aged about 49 Years, Holding PAN : **BONPP0966E**, Adhaar No. – **288936140626**, by Nationality – Indian, by Faith – Hindu, by Occupation - Housewife, presently residing at 8/2, Kalitara 1st Lane, P. O. & P. S. Rishra, District – Hooghly – 712248, (4) **SMT. MAHASWETA BANERJEA**, wife of Jaydeep Banerjea, aged about 47 Years, Holding PAN : **BAKPB4510M**, Adhaar No. – **451393617046**, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, presently residing at 35-B, Badan Roy Lane, P. O. & P. S. : Beliaghata, Kolkata – 700 010, (5) **SMT. SUMITA BANERJEE**, daughter of Late Basudeb Banerjee, aged about 48 Years, Holding PAN : **BUXPB3576L**, Adhaar No. – **627115547469**, by Nationality – Indian, by Faith – Hindu, by Occupation – Others, presently residing at residing at 35-D, Badan Roy Lane, P.S. Beliaghata, Kolkata-700010, (6) **SMT. SUPRIYA CHAKRABORTY**, wife of Manik Chakraborty, daughter of Late Amiya Kumar Banerjee, aged about 65 Years, Holding PAN : **AMMPC8461D**, Adhaar No. – **571671413016**, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, presently residing at B15/H/8, Narkeldanga North Road, P. O. & P.S. Narkeldanga, Kolkata- 700011 AND (7) **SMT. RAMA BHATTACHARYA**, wife of Late Nikhilesh Bhattacharya, aged about 47 Years, Holding : PAN – **FOBPB4464K**, Adhaar No. – **294640443068**, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, presently residing at 35-B, Badan Ray Lane, P.S. Beliaghata, Kolkata 700010, hereinafter jointly, called and referred to as the ‘**VENDOR/ LANDOWNER**’ (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, administrators, successors and assigns, etc.) of the **FIRST PART**;

AND

M/S. RADHASHREE APARTMENTS PRIVATE LIMITED, Holding PAN : **AAF8330L**, a Private Limited Company, incorporated under the Provisions of Companies Act, 1956 as extended by the Companies Act, 2013, having its registered office situated at 13, Ganesh Chandra Avenue, 2nd Floor P. S. – Bowbazar, P. O. Bowbazar, Kolkata – 700 013, duly represented by its Director, **MR. YOGESH KUMAR RANDAR**, son of Late Misri Lal Randar, aged about 42 Years, Holding PAN : **ADAPR1466Q**, Adhaar No. – **531849155665**, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, presently residing at 99/1, Narkeldanga Main Road, P. S. – Phoolbagan, P. O. - Kakurgachi, Kolkata – 700 054, hereinafter referred to as the **“DEVELOPER/ PROMOTER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and assigns etc.) of the **SECOND PART**.

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding PAN : -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- AND (2) **MRS.** -----, wife of Mr. -----, aged about ----- years, holding PAN : -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the ‘**PURCHASER**’ (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**".

PART– 1 (DEFINITIONS)

1) Unless, in these presents, there is something contrary or repugnant to the subject or context:

i) **“Said Premises”** shall mean the land comprised in and situated at and being the Premises now known as **“RADHASREE 30”** situate lying at and being premises No. **30, MOTILAL BASAK LANE** (Formerly - Matilal Basak Garden Lane), **KOLKATA – 700 054**, under **P. S. – PHOOLBAGAN**, under Kolkata Municipal Corporation **WARD NO. 31** under Borough No III, in the District of South 24-Parganas, West Bengal, containing an area of more or less **40 (FOURTY) COTTAHS**, more or less, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the New Building thereon.

ii) **“New Building”** shall mean the new building being constructed and completed at the premises by the Vendor.

iii) **“Co-Owners”** according to the context shall mean all the buyers/ owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by the Vendor.

iv) **“Common Areas and Installations”** shall mean and include the areas of installations and facilities comprised in the said Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Co-owners **But** shall not include any open terrace on any floor of the New Building attached to any flat/unit and also shall not include the parking spaces at or within the premises which the vendor may use or permit to be used for parking of motor cars and other vehicles and the vendor shall have the absolute right to deal with the same, to which the purchaser hereby consents.

v) **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep and administration of the building complex and in particular the common areas and installation and rendition of common services in common to the co-owners and all other expenses for the common purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co-owners.

vi) **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping and administering the said building complex and in particular the common areas and installations, rendering services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common.

vii) **“Units”** shall mean the independent and self-contained flats and other constructed areas/saleable spaces in the new building at the said premises capable of being exclusively held or occupied by a person.

viii) **“Parking Spaces”** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of motor cars, two wheelers and other vehicles permitted by the vendor.

ix) **“Super -Built-Up Area”** according to the context shall in relation to the said Unit or any other unit in the new building mean and include

- a) the covered/plinth/built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or

column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor with such unit then the area of such open terrace.

- b) Proportionate share of the area of the common areas and installations.
- c) Overhead water tank
- d) Underground water reservoir
- e) Septic tank
- f) Lift machine room
- g) Plumbing ducts
- h) Boundary wall

x) **“Proportionate” or “Proportionately” or “Proportionate Share”** according to the context shall mean the proportion in which the super built up area of any unit may bear to the super built up area of all units in the new building **PROVIDED THAT** where it refers to the share of the purchasers or any co owner in any rates and/or Sales Tax, VAT, Service Tax amongst the common expenses then such share of the whole shall be determined on the basis of such rates and/ or Sales Tax, VAT, Service Tax are being respectively levied.

xi) **“Said Unit”** shall mean the Unit being a Flat on a portion of the New Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking one motor car, if purchased, at the Parking Space at the said premises as mentioned and described in the within stated **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.

xii) **“Said share in the said premises”** shall mean proportionate, undivided, indivisible, impartible, variable share in the land comprised in the said premises attributable to the said Flat comprised in the said Unit.

xiii) **“Building Permit”** shall mean the plan for construction of the New Building sanctioned by Kolkata Municipal Corporation bearing **Building Plan No. 2020030058 dated 22.12.2020**, shall include modifications thereof and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the Kolkata Municipal Corporation.

xiv) Words importing ‘**Singular Number**’ shall include the ‘**Plural Number**’ and vice versa. Words importing ‘**Masculine Gender**’ shall include the ‘**Feminine Gender**’ and ‘**Neuter Gender**’ as the case maybe; similarly words importing ‘**Feminine Gender**’ shall include ‘**Masculine Gender**’ and ‘**Neuter Gender**’ as the case may be; Likewise ‘**Neuter Gender**’ shall include ‘**Masculine Gender**’ and ‘**Feminine Gender**’ as the case may be.

xv) “**HOLDING ORGANISATION**” shall mean the Association or the Holding Organization of all flat holders of the Building. The flat owners of all the flats of the building including the said purchaser as the Owner of the said flat hereby to be sold shall form and will join and be members of the said organization. The said Holding Organization/Association shall be formed by the said vendor herein upon sale and transfer of all the flats in all the buildings and on payment of all amounts due and payable by the flat purchasers in the respective buildings payable towards the price of the said flat and also other deposits and security in terms of this Agreement and also upon all flat purchasers in the building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the respective buildings and also of the common portions in the complex **AND** the Holding Organization/Association shall remain in control management maintenance and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Building .

PART-II: RECITALS

WHEREAS one Mr. Jatindra Nath Banerjea became the owner in respect of the Schedule property by virtue of a ‘Deed of Sale’ registered at the office of Sub-Registrar, Sealdah, being Deed no. 37 for the year 1944 and he has been enjoying his right title interest and possession in respect of the said schedule property being premises no. 30, Motilal basak Lane, Kolkata – 700 054, morefully and particularly described in the First Schedule hereunder.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mr. Jatindra Nath Banerjea died intestate on 29.02.1958 leaving behind his wife, Mrs. Siborani Devi, his five sons, namely, (1) Mr. Ajit Kumar Banerjee, (2) Mr. Amiya Kumar Banerjee, (3) Mr. Asim Coomar Banerjea, (4) Mr. Anup Kumar Banerjee, (5) Mr. Basudeb Banerjee and his only daughter, Mrs. Kalpana Ganguly, as his legal heirs.

WHEREAS after the demise of Jatindra Nath Banerjee, his wife, five sons and one daughter who are his legal heirs as mentioned hereinabove, inherited the property and became owners of the said schedule property, jointly, each one having equal 1/7th undivided and undemarcated share in the schedule property.

WHEREAS while enjoying his right title interest and possession in respect 1/7th undivided and undemarcated share in the schedule property, Mr. Ajit Kumar Banerjee, conveyed and transferred his share in the property unto and in favour of his brother Mr. Amiya Kumar Banerjee by virtue of an Indenture, duly registered at the office of Sub-Registrar, Sealdah, being Deed no. 2298 for the year 1959 recorded in Book No. – I, Volume No. 51, written in Page No. 12 to 18.

AND WHEREAS while enjoying right title interest and possession in respect of the undivided 2/7th share in the said schedule property, Mr. Amiya Kumar Banerjee died intestate on 21.06.1997 leaving behind his wife, Mrs. Sabita Banerjee, his two unmarried sons, namely, (1) Mr. Indranil Banerjee and (2) Mr. Biswajit Banerjee and one daughter Supriya Chakraborty, as his legal heirs.

AND WHEREAS after the demise of Amiya Kumar Banerjee, his wife, two unmarried sons and one daughter who are his legal heirs as mentioned hereinabove, inherited the 2/7th share in the said schedule property and became joint owners in respect of said share of Amiya Kumar Banerjee in the said property.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mrs. Sabita Banerjee, wife of Late Amiya Kumar Banerjee died intestate on 30.07.2000 leaving behind her two unmarried sons, namely, (1) Mr. Indranil Banerjee and (2) Mr. Biswajit Banerjee and one daughter Supriya Chakraborty, as her legal heirs.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mr. Indranil Banerjee, son of Late Amiya Kumar Banerjee died intestate on 19.10.1999.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mr. Biswajit Banerjee, son of Late Amiya Kumar Banerjee died intestate on 11.06.2006.

AND WHEREAS thus after the demise of Amiya Kumar Banerjee, Mrs. Sabita Banerjee, Mr. Indranil Banerjee Mr. Biswajit Banerjee, their legal heir as mentioned hereinabove, Supriya

Chakraborty, inherited the said 2/7th share in the said schedule property and became owner in respect of said share of Amiya Kumar Banerjee in the said property.

AND WHEREAS while enjoying right title interest and possession in respect of the undivided 1/7th share in the said schedule property, Mr. Asim Coomar Banerjea died intestate on 01.12.1997 leaving behind his wife, Mrs. Anima Banerjea, his only son, Mr. Joydeep Banerjea, as his legal heirs.

AND WHEREAS while enjoying his right title interest and possession in respect 1/7th undivided and undemarcated share in the schedule property, Mr. Anup Kumar Banerjee, sold, conveyed and transferred his share in the property unto and in favour of one M/s. Ghar Grihasthi, a Partnership Firm, incorporated under the provisions of Indian Partnership Act, having its Registered Office at 55, Ezra Street, Kolkata – 700 001, P. S. – Burrabazar, duly represented by its Partner Mrs. Tara Poddar, wife of Late Bijay Poddar, by virtue of a ‘Deed of Conveyance’, duly registered at the office of ADSR, Sealdah, being Deed no. 1633 for the year 1990 recorded in Book No. – I.

AND WHEREAS M/s. Ghar Grihasthi and Mr. Anup Kumar Banerjee, made a Declaration regarding their area of Property , which was registered in the ADSR, Sealdah, being Deed no. 01307 for the year 2012.

AND WHEREAS while enjoying his right title interest and possession in respect of 1/7th undivided and undemarcated share in the schedule property, M/s. Ghar Grihasthi, sold, conveyed and transferred its share in the property unto and in favour of one Rama Bhattacharya, by virtue of a Deed of Conveyance, duly registered at the office of ADSR, Sealdah, being Deed no. 2098 for the year 2012, recorded in Book No. – I.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mrs. Siborani Devi, wife of Late Jatindra Nath Banerjea died intestate on 04.07.1980 leaving behind her grandson, (1) Dr. Ranjit Banerjee, son of Late Ajit Banerjee, her four sons, namely, (1) Mr. Amiya Kumar Banerjee, (2) Mr. Asim Coomar Banerjea, (3) Mr. Anup Kumar Banerjee, (4) Mr. Basudeb Banerjee and her only daughter, Mrs. Kalpana Ganguly, as her legal heirs.

AND WHEREAS after the demise of Mrs. Siborani Devi, her one grandson, four sons and one daughter who are her legal heirs as mentioned hereinabove, inherited the her share in the said schedule property and became joint owners in respect of said share of Mrs. Siborani Devi, in the said property.

AND WHEREAS Dr. Ranjit Banerjee, executed a 'Power of Attorney' unto and in favour of Mr. Joydeed Banerjee, son of Late Asim Coomar Banerjea, duly registered at the office of ADSR Sealdah, being No. 2102 for the year 2012.

AND WHEREAS while enjoying his right title interest and possession in respect of undivided and undemarcated share in the schedule property, Dr. Ranjit Banerjee, executed a 'Deed of Gift' unto and in favour of Mrs. Mahesweta Banerjea, wife of Mr. Joydeep Banerjee, through his said Power of Attorney and the said 'Deed of Gift' was registered at the office of ARA- I, Kolkata being Deed no. 04633 for the year 2013, recorded in Book No. – I, CD Volume No. 9, written in Page No. 2668 to 2679.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mr. Basudeb Banerjee, son of Late Jatindra Nath Banerjea died intestate on 02.01.1987 leaving behind his wife, Mrs. Namita Banerjee and his only daughter, Sumita Banerjee, as his legal heirs.

AND WHEREAS after the demise of Basudeb Banerjee, his wife and one daughter who are his legal heirs as mentioned hereinabove, inherited the share in the said schedule property and became joint owners in respect of said share of Basudeb Banerjee in the said property.

AND WHEREAS while enjoying right title interest and possession in respect of the said schedule property, Mrs. Kalpana Ganguly, daughter of Late Jatindra Nath Banerjea died intestate on 13.12.2006 leaving behind her only daughter, Sukanya Ganguly, as his legal heirs.

AND WHEREAS after the demise of Mrs. Kalpana Ganguly, her daughter Sukanya Ganguly, who is her legal heirs as mentioned hereinabove, inherited the share in the said schedule property and became joint owner in respect of said share of Mrs. Kalpana Ganguly in the said property.

AND WHEREAS thus Supriya Chakraborty, Anima Banerjee, Joydeep Banerjea, Rama Bhattacharya, Mrs. Mahesweta Banerjea, Sumita Banerjee and Sukanya Ganguly, jointly , became the absolute owners in respect of Municipal Premises No. 30, Motilal Basak Lane, Kolkata – 700 054, P. S. – Phoolbagan, morefully and particularly described in the First Schedule hereunder.

AND WHEREAS the Vendor herein, in pursuance of the Inheritance, aforesaid ‘Deeds of Conveyance’, ‘Deed of Gift’, mentioned and described hereinabove, became the absolute owner of land altogether measuring more or less **40 (Fourty) Cottahs**, be the same little more or less, being Municipal Premises No. 30, Motilal Basak Lane, Kolkata – 700 054, P. S. – Phoolbagan, morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the **SAID PLOT/PROPERTY**).

AND WHEREAS While the aforesaid Vendor had been enjoying the right, title, interest and possession in respect of the property measuring more or less **40 (FOURTY) COTTAHS**, morefully mentioned in the **FIRST SCHEDULE**, hereunder and mutated their names before the authority of Kolkata Municipal Corporation under **Assessee No. : 110310900850** and they have been paying its taxes regularly in respect of Schedule **Premises No. 30**, Motilal Basak Lane, Kolkata – 700 054.

AND WHEREAS the said Vendors/ Land owners, executed a registered Boundary declaration in respect of the subject property situated at Premises No. 30, Motilal Basak Lane, Kolkata – 700 054, admeasuring physically by an area of 38 (Thirty Eight) Cottahs 05 (Five) Chittaks 15 (Fifteen) Sft; and the said Boundary Declaration was registered in the office of DSR – III, Alipore, South 24 Parganas, on 29.12.2016, and duly recorded in Book No. - I, Volume No. 1603-2016, written in pages from 161557 to 161570, bearing Deed No. 160305497 for the year 2016.

AND WHEREAS the said Vendors/ Land owners, have Gifted a Strip of Land measuring 42.678 Square Meter to the Kolkata Municipal Corporation and by virtue of a ‘Gift Deed’ dated 25.09.2020 and the said Gift Deed was registered in the office of ARA – III, Kolkata and duly recorded in Book No. - I, Volume No. 1903-2020, written in pages from 178286 to 178300, being Deed No. 190303881 for the year 2020.

AND WHEREAS said Vendors have decided to build and construct on their Plot mentioned herein above, a building containing self-contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

AND WHEREAS the Vendor decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Vendor amongst themselves decided that the Developer will undertake the development of the said Property and accordingly by a **‘JOINT DEVELOPMENT AGREEMENT’ dated 15-May-2013**, registered at the Office of Additional Registrar of Assurances - I, Kolkata, being Deed No. – 05040 for the year 2013 registered in Book No. – I, CD Volume No. 10, written in Page No. 3756 to 3785 entered between the Owners herein therein referred to as the Owner of the First Part and M/s. Radhashree Apartments Private Limited, the Developer herein therein referred to as the Developer of the Second Part and Vendor granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement.

AND WHEREAS the Vendor and Developer have decided to modify certain terms of the said JDA and accordingly a **‘SUPPLEMENTARY JOINT DEVELOPMENT AGREEMENT’ dated 11-January-2021**, entered between the Owners herein, therein referred to as the Owner of the First Part and M/s. Radhashree Apartments Private Limited, the Developer herein therein referred to as the Developer of the Second Part and the same was registered at the Office of Additional Registrar of Assurances - I, Kolkata, being Deed No. – 01535 for the year 2021 registered in Book No. – I, Volume No. 1901-2021, written in Page No. 101054 to 101091 and the said **‘JOINT DEVELOPMENT AGREEMENT’ dated 15-May-2013** and the said **‘SUPPLEMENTARY JOINT DEVELOPMENT AGREEMENT’ dated 11-January-2021** are hereinafter, collectively, referred to as the **‘JDA’**.

AND WHEREAS Mr. Joydeep Banerjea, Mrs. Anima Banerjea, Mrs. Sukanya Ganguly, alias Sukanya Pakrashi and Mrs. Mahesweta Banerjea, Vendors No. 1, 2, 3 and 4, have executed a Registered **‘DEVELOPMENT POWER OF ATTORNEY’** on 08.06.2013 in favour of the Developer herein, registered at the Office of ARA – III, Kolkata, vide Deed No. – 03933 for the year 2013, registered in Book No. – 1903-2016, written in Page No. 167718 to 167745, granting the several powers therein stated, for smooth execution of the construction works and selling of the Flats/ Units to the intending buyers, in terms of the said ‘Joint Development Agreement’ dated 15.05.2013.

AND FURTHER WHEREAS Mrs. Sumita Banerjee, Mrs. Supriya Banerjee and Mrs. Rama Bhattacharya, Vendors No. 5, 6 and 7, have executed a Registered **‘DEVELOPMENT POWER OF ATTORNEY’** on 25.11.2016 in favour of the Developer herein, registered at the Office of ARA – III, vide Deed No. – 07088 for the year 2016, registered in Book No. – IV, CD Volume No.

6, written in Page No. 5658 to 5676, granting the several powers therein stated, for smooth execution of the construction works and selling of the Flats/ Units to the intending buyers, in terms of the said 'Joint Development Agreement' dated 15.05.2013.

AND WHEREAS the said Vendor/ Developer have undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanction No. 2020030058 Dated 22.12.2020.**

AND WHEREAS by and under the said JDA it has been agreed between the Vendors that the Developer shall be entitled to enter into Agreements for Sale and transfer of the various flats units apartments constructed spaces and car parking spaces and to receive realize and collect the amount of consideration and other amounts in its own name and that the net constructed area/ sale proceeds accruing consequent to sale and transfer of the Developer, shall be apportioned amongst the Vendor and Developer in the manner as provided for in the said JDA.

AND WHEREAS in pursuance of the said JDA and in furtherance thereof the Developer has commenced the work of construction of new building and/or buildings at the said Premises, comprise of various self-contained flats units apartments constructed spaces and Car Parking Spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by/owned by various intending purchasers on ownership basis.

AND WHEREAS the Developer has caused the said housing Building Complex registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said ACT) under Registration No. **HIRA/-----**.

AND WHEREAS the said Vendor and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be respectively purchased by the respective purchasers including the above named purchaser from through and along the pathways and passages provided in lay out on the ground floor of the said Complex for better enjoyment facilities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

AND WHEREAS the Purchaser has considered the sanction plan of the said building and is desirous of acquiring on ownership basis all that flat/unit as morefully and particularly mentioned

and described in SECOND SCHEDULE hereunder written being constructed by the Developer on the land of the said Plot mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate undivided indivisible share in common parts of the said building attributable to the area of the said flat morefully mentioned in the SECOND SCHEDULE hereunder written under construction on the land of the said plot at the price and on the terms and conditions hereinafter stated.

AND WHEREAS by an ‘**AGREEMENT FOR SALE**’ Dated ----- made between the said The Vendor of the **FIRST PART**, Developer of the **SECOND PART** and the Purchaser of the **THIRD PART**, the Vendor/ Developer have agreed to sell all that Unit in or portion of the building being Unit/Flat No. ‘-----’ on the -----**FLOOR** , admeasuring Carpet Area of about ----- Sft., more or less **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** of the said Premises now known as ‘**RADHASREE 30**’ situate lying at and being premises No. **30, MOTILAL BASAK LANE** (Formerly - Matilal Basak Garden Lane), **KOLKATA – 700 054**, under **P. S. – PHOOLBAGAN**, under Kolkata Municipal Corporation **WARD NO. 31** under Borough No III, in the District of South 24-Parganas, West Bengal morefully described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible share in common areas and installation and also **TOGETHER WITH** proportionate undivided share of land comprised in the said premises hereunder written at a valuable consideration of **Rs. -----/- (Rupees ----- Only)** and on the terms and conditions covenants and stipulation stated in the said agreement to the Purchaser .

AND WHEREAS the said Purchaser has from time to time after the date of the said agreement paid the said sum of **Rs. -----/- (Rupees -----Only)** being the consideration amount in full to the vendor.

AND WHEREAS the Vendor has good, clear and marketable title in respect of the said flat as described in the **SECOND SCHEDULE**.

AND WHEREAS the Vendor has obtained the Completion Certificate for the said building premises on ----- from Kolkata Municipal Corporation.

AND WHEREAS the Vendor has also duly made over possession of the said Unit to the said purchaser on the date of this presents and the purchaser have duly satisfied themselves about the construction of the said Unit and materials used and also about the further features of the said flat.

PART –III: WITNESSETH

1. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs. -----/- (Rupees ----- Only)** paid by the purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the Purchaser and the said Unit) the Developer do hereby grant sell convey transfer assign and assure ALL THAT the said Unit being the **FLAT NO. ‘-----’** on a portion on the ----- **FLOOR** of the New Building at the said premises TOGETHER WITH right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** at the said premises and morefully mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the said share in the said premises being proportionate, undivided, impartible, indivisible and variable share in the land comprised in the said premises fully described in the FIRST SCHEDULE hereunder written attributable and appurtenant to the said unit AND TOGETHER WITH like proportionate, undivided, impartible, indivisible and variable share in the common Areas and Installations fully mentioned and described in the THIRD SCHEDULE hereunder written attributable to the said unit AND TOGETHER WITH the right to use and enjoy the Common Areas and Installations in common with the other co-owners AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit AND all the estate right title interest property claim and demand whatsoever of the Vendor in to or upon the said Unit TOGETHER WITH easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the Purchaser as set out in the FIFTH SCHEDULE hereunder written BUT EXCEPTING AND RESERVING unto the Vendor and other persons deriving title under the Vendor such easements quasi-easements and other stipulations and rights as set out in the SIXTH SCHEDULE hereunder written AND ALSO EXCEPTING AND RESERVING the properties and rights as morefully stated hereunder TO HAVE AND TO HOLD the said Unit unto and to the use of the Purchaser absolutely and forever BUT SUBJECT NEVERTHELESS TO the Purchaser’s covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth in the SEVENTH SCHEDULE hereunder written) AND SUBJECT TO the Purchaser paying and discharging municipal and all other rates taxes, impositions and all other outgoings on and in respect of the said Unit wholly and the Common Expenses and all municipal and other rates, taxes and impositions

and other outgoings on and in respect of the said premises and in particular the common Areas and Installations proportionately.

2. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

2.1 The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.

2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any of them or any person or persons claiming through under or in trust for the Vendor or any of them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

2.3 The vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

2.4 The Vendor, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said premises and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or Xerox copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid keep the same safe, unobliterated and unconcealed.

3. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:-

3.1 The Purchaser, so as to bind himself to the Vendor and the other co-owners and so that this covenant shall be for the benefit of the New Building and the other Unit therein and every part thereof hereby covenants with the Vendor and with all the other co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions set forth in the SEVENTH SCHEDULE hereto.

3.2 Before the execution of these presents, the Purchaser has examined and fully satisfied himself as to the following.

i) The purchaser has examined and got himself fully satisfied about the title of the Vendor to the said Unit and the said share in the said premises and accepted the same. The Purchaser has also accepted such title to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith.

ii) The Purchaser has also inspected the building permit sanctioned by the Kolkata Municipal Corporation in respect of the New Building and the said Unit and also satisfied himself about the purpose, nature of use and the area of the said Unit as stipulated herein and agrees and covenants not to raise any objection or dispute with regard thereto.

iii) the Purchaser has examined the workmanship and quality of construction of the said Unit and the New Building and the Common Areas and Installations and the fittings and fixtures provided therein and has fully satisfied himself with regard thereto and confirms that the same are to his full satisfaction and shall not raise any question or objection or make any claim or demand whatsoever against the Vendor with regard thereto or otherwise.

3.3. The Purchaser binds himself to pay regularly and punctually the following amounts and outgoings:

a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said unit directly to the Kolkata Municipal Corporation. Provided that so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Vendor the proportionate share of all such rates and taxes assessed on the said premises.

b) All other rates, taxes, impositions, levies, cess and outgoings (including Building tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the New Building or the said premises and whether demanded from or payable by the Purchaser or the Vendor, and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the New Building or the said premises.

c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Vendor till the formation of the Association based on the reading shown in the sub-meter provided for the said Unit by the Vendor at such rate at which the Vendor are liable to pay the same to the CESC Limited / WBSEB.

d)Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and, if in common with the other co-owners, proportionately to the Vendor or the appropriate authorities as the case may be.

e)Proportionate share of all common Expenses (including those mentioned in FOURTH SCHEDULE hereunder written) to the Vendor from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Vendor or the Association, upon its formation, maintenance and proportionate share of the Common Expenses per month on the basis of super built-up area of the said Unit for a period of one year from the date of issue of The Completion Certificate or the date of Deemed or actual possession, whichever is earlier. The said Minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Vendor or the Association, upon its formation at their sole and absolute discretion after taking into consideration the common services provided.

f)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 wholly or proportionately as the case may be.

3.3.1The liability of the Purchaser for payment of all or any of the amounts specified in clause 3.3 and its sub-clauses hereinabove has accrued from the date of delivery of possession of the said Unit to the Purchaser and, unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereunder shall be made within 7th day of the English Calendar month for which the same be due in case of monthly payment and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the Vendor or the Association, upon its formation 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. The bills and demands for the amounts payable by the purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the ground floor of the said Building and earmarked for the said unit.

3.3.2Any apportionment of the liability of the Purchaser in respect of any item of expenses tax, duty, levy or outgoings payable by the Purchaser and other co-owners shall be so done by the Vendor or the Association, upon its formation, whose decision shall be final and binding on the Purchaser. Further, so long the Vendor or any of them look after the maintenance, the Purchaser shall not hold the Vendor liable for rendering any accounts or explanation of any expenses incurred by the Vendor in its acts relating to the Common Purposes nor shall the purchaser be entitled to hold

the Vendor or any of them responsible to furnish any accounts vouchers, bills, documents etc. in any manner.

3.4 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any Statute, Rules and Regulations on the said premises and/or the said Unit or on the transfer thereof or any part thereof, the same shall be borne and paid by the Purchaser partly or wholly, as the case may be, within 7 days of demand being made by the Vendor or the Association, upon its formation without raising any objection thereto.

3.5 The Purchaser shall in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said Unit from The Kolkata Municipal Corporation.

3.6 Until Separate assessment of the said Unit for the Purpose of municipal rates and taxes, the Purchaser shall let out or part with the possession of the said Unit only after prior information in writing to the Vendor of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof to the extent necessary for assessment of the liability for rates, taxes and other impositions.

3.7 The Purchaser shall permit the Vendor and the Association, upon its formation, and its/their authorized representatives, surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires, conduits, structures and other conveniences belonging to or serving or use for the New Building and/or the Building Complex and also for the purpose of laying down, reinstating, repairing, and testing drainage and water pipes and electric wires and cables and for similar purpose and other common purposes and also to view and examine the state and condition of the said Unit and the Purchaser shall make good all defect leakages and want of repairs within 7 days from the date of receiving notice in writing from the Vendor or the Association, upon its formation.

3.8 The purchaser shall:

i) Use the said Unit only for the purpose of private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor first had and obtained;

ii) Use the Parking Space granted to the Purchaser hereunder and mentioned in the SECOND SCHEDULE hereunder written only for the Purpose of parking of his one motor car, if purchased,

and not park or allow or permit to be parked by his agents, visitors, guests etc. any motor car, two wheeler or any other vehicle at any other place in the New Building and/or the said premises (including at the open space at the said premises).

iii) Use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men materials and utilities.

iv) Use the common areas and Installations in common with the Vendor and all the other concerned Co-owners and not to use the Common Areas and Installations and in particular the roof of the said building for any undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

v) Keep the Common Areas, open spaces, parking areas, paths, passages stairs, lobbies, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow anyone to store any goods, articles or things therein or in any other common areas of the Building Complex.

vi) In using the water, electricity, drainage, sewerage, lift and other utilities and facilities in the New Building and the said premises, the Purchaser shall abide by and observe and perform all the relevant norms, conditions, rules and regulations and shall indemnify and keep the Vendor, the Association, upon its formation and the other co-owners saved harmless and indemnified from all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any default or negligence on the part of the Purchaser.

3.9 The Purchaser shall co-operate with the Vendor or the association, upon its formation in the management and maintenance of the Building Complex and other common purposes and formation of the Association and observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the common Areas and Installation.

3.10 The Purchaser shall not claim any partition or sub-division of the land comprised in the premises or the common Areas and Installation and not to partition the said Unit in small sizes by metes and bounds.

3.11 The Purchaser shall observe all the terms and conditions of the agreement for sale entered upon by and between the parties hereto and also all other covenants as be deemed reasonable from time to time by the Vendor or the Association, upon its formation, for the Common Purposes.

3.12 The said Flat/Unit/Apartment is being constructed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alternations as may be deemed fit and proper by the Vendor or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agree not to have or raise any objection in the Vendor and / or the Architect making such alterations or additions. The present Building Plan may have to be altered and/or modified from time to time in the event of any addition of development on adjoining land or addition of further floors in the various blocks and the Purchaser will be deemed to have consented to the same.

3.13 The Vendor shall be entitled to acquire any contiguous or adjacent lands to the present project, in which event such acquired land will be amalgamated with the existing land contained in the project and thereafter, the Vendor shall be entitled to construct other building or buildings on such acquired land and the owners of the Apartment of such Buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common Portions of the Project and the Purchaser of the existing project shall be deemed to have consented to the same.

3.14 The Purchaser shall not do any act deed or thing whereby the construction or development of the said premises is in any way hindered or impeded with.

4. THE PURCHASER DOETH HEREBY FURTHER AGREE ACCEPT COVENANT AND DECLARE as follows:

4.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows :-

a) All open and covered spaces and rooms in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises including the Parking Spaces (save only the space for one motor car at the said Parking Space granted to the Purchaser, if any, hereunder and mentioned in the SECOND SCHEDULE hereunder written and save only those areas categorically expressed to be a common Area in the THIRD SCHEDULE and the amenities provided on the ground floor of the said building complex hereunder written) shall belong to and remain the exclusive property of the Vendor and the same shall for all intents and purposes be deemed to have always been excepted and reserved unto the Vendor and the Vendor shall have the full free and exclusive right and liberty to use the same in such manner and for such purpose as the Vendor may in their absolute discretion deem fit and proper and to deal with, grant, transfer, sell and/or part with possession of the same in one or more lots to any person for such purpose and on such terms and conditions as the Vendor in their absolute discretion shall think fit and proper and

appropriate the said proceeds arising thereby and in particular and without prejudice to the generality of the foregoing :-

i) to sell or transfer the rooms/covered/ Open spaces in the ground floor servant's Quarter/ store rooms or otherwise;

ii) To grant, sell or transfer to any person the right/ permission to park car or two wheeler or otherwise use and enjoy for any other purposes, the Open and Covered spaces in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises in such manner as the Vendor shall in their absolute discretion think fit and proper.

b) The Vendor shall be at liberty to have the building Permit modified and/or alter and/or to obtain any other permission or regularization for construction reconstruction addition and/or alteration to the New Building or the said premises or any part thereto (save and except the said Unit) and/or for any change of user of any Unit (other than the said Unit) and the Purchaser doth hereby accord his consent and confirmation to the same.

c) The Vendor shall be at liberty to cause to be changed the occupancy group in respect or any Unit (other than the said Unit) to any purpose and to own use enjoy and/or transfer the same as per such changed occupancy group without any hindrance obstruction objection or claim by the Purchaser.

d) Save the said Unit the Purchaser shall have no nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or any other part or portion in the Building Complex.

(e) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendor and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

(f) The Vendor/ Developer shall be at liberty to create additional new Gate/s for the direct access to the building premises from Main Municipal Road resulting smooth ingress and egress of the person, motor car, two wheelers, etc. and the Purchaser doth hereby accord his consent and confirmation to the same.

4.1.1 The Purchaser hereby consents to and accepts and acknowledges the properties benefits and rights of the Vendor under clause 4.1 and its sub clauses hereinabove and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said properties benefits and rights belonging to the Vendor exclusively.

4.2 The Vendor shall have the full free and unfettered right to complete the unfinished works of the New Building and do all acts and things (including erecting of scaffoldings and storing of building materials in the common areas and other portions of the said premises) therefore notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit and the Purchaser shall not in any manner cause any objection obstruction interference or interruption in connection therewith nor shall at any time hereafter do or omit to be done anything whereby such construction or development is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.

5. AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

5.1 That as a matter of necessity the Purchaser shall and will own use and enjoy the said Unit consistent with the common rights and interests of the Co-owners lawfully entitled to the other Units in the New Building and shall and will use all sewers, drains, water courses etc., available to the Purchaser hereunder now in or upon or hereafter may be erected and installed in the said Unit hereby conveyed or any part thereof in common with the said Co-owners to the extent applicable and permit freely to run and pass water and soil through the same or any of them and share with the said Co-owners and other persons the cost of repairing and maintaining such sewers and drains and water courses etc. in terms hereof and use the same as aforesaid in accordance with the By-laws Rules Regulations and terms as be framed by the Vendor or the Association, upon its formation.

5.2 The properties and rights hereby conveyed unto and in favour of the Purchaser are and shall be one lot and shall not be dismembered in part or parts save with the consent of the Vendor in writing. It is agreed and understood that the Purchaser shall not be entitled to let out transfer or part with the Parking Space granted to the Purchaser hereunder independent of the said Unit nor vice versa. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser shall also be bound to become a member of the Association.

5.3 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Purchaser shall not be entitled to let out, sell, transfer or part with possession of the said Unit until all the charges outgoings dues payable by the Purchaser to the Vendor or the Association, upon its formation are fully paid up.

5.4 Until the expiry of six months of a notice in writing given by the Vendor to the Purchaser and the other Co-owners to take over charge of the acts relating to the Common Purposes, the Vendor or their nominee shall look after the Common Purposes and the Purchaser undertakes to regularly and

punctually pay to the Vendor or their nominee the maintenance charges and other amounts payable by the Purchaser hereunder.

5.5 Upon transfer of all the Units to the Co-owners or at the sole discretion of the Vendor, earlier, an Association (by way of Association or Holding Organization or Company or any other society or syndicate) shall be formed under West Bengal Apartment Ownership Act' 1972, of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights therein equivalent to one vote per Unit, it being clarified that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.

5.6 The Purchaser shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary for the Common Purposes including the declaration of membership and/or right and interest of the Co-owners in the said premises including in the New Building and/or Common Areas and Installations as and when the occasion will arise.

5.7 Upon formation of the Association, it shall be responsible and liable for all responsibilities and obligations with regard to the Common Purpose (without however prejudice to the rights and authorities expressly or intended to be reserved by the Vendor hereunder or otherwise) whereupon only the Association shall be entitled thereto and obliged therefore, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in clause 5.4 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard Common Purposes shall be deemed as on such date to have been transferred by the Vendor to all the Co-owners for the time being of the building without any further act on the part of the Vendor and whereupon only the Co-owners as the case may be shall be entitled thereto and obliged therefore. All references to the Vendor herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

5.8 At the time of handing over the charge to the Association or to the Co-owners, as the case may be, the Vendor may either refund to the Purchaser or to transfer to the Association or the Co-owners, as the case may be, the residue then remaining of the deposits made by the Purchaser for the Common Purposes after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Association or the Co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchaser and the other Co-owners and the Association shall remain liable to indemnify the Vendor for all liabilities due to non fulfillment of their respective obligations by the Purchaser and/or the other Co-owners and/or the Association and

also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the building by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said Building Complex).

5.9 The rules and regulations and/or bye laws of the said Association or Holding Organization shall not be inconsistent herewith nor be such as would affect or prejudice any property benefit or right of the Vendor.

5.10 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Vendor interest at the rate of 2% per month on all the amounts in arrears and without prejudice to the aforesaid, the Vendor shall be entitled to withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his guests visitors employees agents tenants or licensees and/or the said Unit);

5.11 The Purchasers shall be and remain responsible for and to indemnify the Vendor against all damages, costs, claims demands, actions and proceedings occasioned to the said premises or any other part of the New Building 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 Vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor as a result of:

- a) Any act omission or negligence of the Purchaser or his servants agents licensees or invitees and;
- b) Any breach or non-observance by the Purchaser of the Purchaser's covenants and other terms hereof.

5.12 The Building Complex shall bear the name **'RADHASREE 30'** or such other name as be decided solely by the Vendor.

5.13 Any delay or indulgence by the Vendor in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver of any breach or non-compliance of the terms and conditions of these presents by the Purchaser nor shall be the same in any manner prejudice the rights and entitlements of the Vendor.

5.14 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall without prejudice to any other mode of service available be deemed to have been served on the fourth day of the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. It is expressly agreed and made clear that for all intents and purposes hereunder, all notices sent by or to **M/S. RADHASHREE APARTMENTS PRIVATE LIMITED**, the Developer, shall be sufficient notice sent by or to all the Vendor herein. None of the parties shall raise any objection as to the service of notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID BUILDING COMPLEX)

ALL THAT Piece and Parcel of land measuring **40 (FOURTY) COTTAHS** be the same a little more or less, at **MUNICIPAL PREMISES NO. 30, MOTILAL BASAK LANE** (Formerly - Matilal Basak Garden Lane), **KOLKATA – 700 054**, under **P. S. – PHOOLBAGAN**, under Kolkata Municipal Corporation **WARD NO. 31** under Borough No III, in the District of South 24-Parganas, West Bengal.

ON THE NORTH : Premises No. 27A & 29, Motilal Basak Lane,

ON THE SOUTH : Premises No. 31, Motilal Basak Lane & 98/1, Motilal Basak Lane

ON THE EAST : 37, Motilal Basak Lane

ON THE WEST : Motilal Basak Lane

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

Latitude/ Longitude of the end points of the Project :

Latitude – 22° 34' 38" N

Longitude – 88° 23' 35" E

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)

ALL THAT the **Residential** Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ---** containing by admeasurements a Carpet Area of ----- Sft. and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT AREA”, of ___ Square Feet aggregating to a Net Area of ___ Square Feet, equivalent to a **SUPER BUILT-UP AREA** of ----- **SFT.** , be little more or less on a portion on the ----- (-----) **FLOOR** in the New building now known as “**RADHASHREE 30**”at the said Building Complex and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **OPEN/COVERED CAR PARKING SPACE** on the ground floor of the said building complex, and shown in the plan annexed hereto duly bordered in ‘**GREEN**’ thereon **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. The foundation columns beams support corridors lobbies stair stairways landings entrances exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
4. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.

6. Passenger lift with all machineries accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- 1. MAINTENANCE :** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.
- 2. OPERATIONAL:** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance

passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

3. **STAFF:** The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the Common Purposes (including bonus and other emoluments and benefits).

4. **ASSOCIATION:** Establishment and all other expenses of the association or holding organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, Sales Tax, VAT, Service Tax and other taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto:

7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organisation for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easements Granted to the Purchaser)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which are hereinafter specified **Excepting and Reserving** UNTO AND TO THE vendor and other persons deriving right, title and/or permission from the Vendor and the Association, upon its formation, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the **Sixth Schedule** hereunder written:

i. The right of access and use of the Common Areas and Installations in common with the Vendor and/or other Co-owners of the New Building or the said premises and all persons permitted by the Vendor as the case may be and for normal domestic purposes connected with the use of the said Unit.

ii) The right of protection of the said Unit by and from all other parts of the New Building so far as they now protect the same.

iii)The right of flow in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in under or over the other parts of the New Building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.

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

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

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements Reserved by the Vendor)

The under mentioned rights easements quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendor and other persons deriving right title and/or permission from the Vendor and the Association, upon its formation :

- 1.The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the said premises.
- 2.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 or parts (other than the said Unit) of the said Premises through pipes, drains, conduits, cable or wires lying or being in under through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises.
- 3.The right of protection of other part or parts of the said premises by all parts of the said Unit as the same can or does normally protect.

4.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 said premises.

5.The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, conduits, cables and wires as aforesaid and also for the purpose rebuilding or repairing any part or parts of the New Building (Including any Common Areas and Installations) insofar as such building repairing cannot be reasonably carried out without such entry provided always that the Vendor or the Association, upon its formation and/or other Co-owners of other part or parts of the said premises 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.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the purchaser).

1.The Purchaser shall not cause or make obstruction or interference with the free ingress to and egress from the said premises by the Vendor and all other persons entitled thereto.

2.The Purchaser shall keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building or in the Building Complex in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units/Parts of the New Building and not to do or cause to be done anything in or around the said Unit 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 Unit and to carry out all works of repairs/maintenance as may be required by the Vendor or the Association, upon its formation. In particular and without prejudice to the generality of the foregoing, the purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise.

3.The Purchaser shall not open any new window nor to break open or maim any wall or walls of the said Unit nor to install any apparatus protruding outside the exterior of the said Unit Provided That nothing contained herein shall prevent the Purchaser to install air-conditioners within the said Unit.

4. The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable any Insurance Policy on any unit or any part of the Building Complex or may cause any increase in the premium payable in respect thereof.

5. The Purchaser shall maintain the said Unit at his own costs and abide by and observe and perform all relevant laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, The Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under The West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit and/or the Building Complex and to make such additions and alterations in or about or relating to the said Unit and/or the Building Complex as the required to be carried out by them or any of them, independently or in common with the other Co-owners, as the case may be, without holding the Vendor in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately, as the case may be, and to be answerable and responsible for deviation or violation of any of their conditions, rules, bye-laws, etc.

6. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the Co-owners and occupiers of other portions in the New Building and/or the said premises.

7. The Purchaser shall not change or alter the outside colour scheme, elevation or façade of the New Building or the said Unit nor shall decorate the exterior of the said Unit otherwise than in a manner prescribed by the Vendor or the Association, upon its formation or in the manner as near as may be in which it was previously decorated.

8. The Purchaser shall not commit or permit to be committed any alterations or changes in pipes, conduits, cables, wires, fixtures and fittings serving the said Unit and other Units in the New Building or the Building Complex.

9. The Purchaser shall not hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the New Building or any part thereof. Further, the Purchaser shall not injure harm or damage the Common Areas and Installations or any other Unit in the New Building by making any alteration or withdrawing any support or making any construction whatsoever in the said Unit or otherwise.

10. The Purchaser shall not put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building Save at the place as be expressly approved or provided by the Vendor **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit.

11. The Purchaser shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other common areas or portions of the Building Complex or in Parking Spaces or into lavatories, cisterns, water or soil pipes in or for the said Unit or otherwise serving the New Building or the Building Complex nor allow or permit any one to do so.

12. The Purchaser shall not store or allow anyone to store any goods articles or things on the staircases, lobbies landings or other common areas or portions of the Building Complex nor to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners;

13. The Purchaser shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the said Unit.

14. The Purchaser shall not do any act deed or thing whereby the Vendor are prevented from granting, selling, transferring, assigning or disposing of the other Units, Parking Spaces and other saleable spaces in the Building Complex.

15. The Purchaser shall not affix or draw any new pipes, conduits, cables or wires from and to or through any of the common areas or outside walls of the New Building or other Units.

16. The Purchaser shall not install or keep or operate any generator in the said Unit or in the corridor, landings, lobby or passage of the floor in which the said Unit is situate or in any other common areas of the New Building or the said premises save the battery operated inverter inside his Unit.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF DEVELOPER/ PROMOTER

SIGNATURE OF THE PURCHASER

Drafted by me on the basis of information
furnished by the Parties herein

Sanjay Kumar Jain
Advocate, High Court, Calcutta
WB/444/2005.

RECEIVED of and from the within
 named purchaser within mentioned sum of
**Rs. -----/- (Rupees -----
Only) being the consideration amount in
 full as per memo below:-**

MEMO OF CONSIDERATION

| | | |
|-----|---|--------------|
| 1. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 2. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 3. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 4. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 5. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 6. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 7. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 8. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 9. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |
| 10. | ----- of Cheque No. ----- dated ----- drawn on -----, -----. | Rs. -----.00 |

Witness:

SIGNATURE OF DEVELOPER

DATED DAY OF , 2021

DEED OF CONVEYANCE

BETWEEN

SRI JOYDEEP BANERJEA & OTHERS

-----VENDOR

&

M/S. RADHSHREE APARTMENTS PRIVATE LIMITED

----- DEVELOPER

&

Mr. ----- &

Mrs. -----

-----PURCHASERS

FLAT NO. '...',

..... FLOOR,

'RADHASREE 30'