

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of January, Two
Thousand Nineteen (2019) A.D.

B E T W E E N

SUN & SUN INFRAMETRIC PRIVATE LIMITED, (PAN: AACCN1338F) (CIN No.) a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at Sharma Complex, Malviya Road, Post Office & Police Station– Raipur, District-Raipur, Chhattisgarh, Pin No. 492001; represented by its Director- **SRI SHYAM SUNDER SHARMA, (PAN: AJNPS2571E)** (Aadhar No.) son of Sri Brij Mohan Sharma, by faith– Hindu, by Occupation – Business, residing at Sharma Parivar, Post Office Raipur, Police Station: Raipur, District: Raipur, Chhattisgarh, Pin: 492001; hereinafter called and referred to as the **“LAND OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-offices, lawful entity holders, administrators, legal representatives and assigns) of the **ONE PART.** Sun & Sun Inframetric Private Limited is being represented by its Constituted Attorney **SRI PRAMOD KUMAR CHOUBEY**, son of Sri Omprakash Choubey, residing at 493C/A, G.T. Road, Post Office Shibpur, Police Station – Shibpur, Howrah – 711 102 by virtue of a registered Power of Attorney dated 09.06.2017. The said Power of Attorney was registered in the office of District Sub-Registrar-II at Alipore and entered in Book No.I, Volume No.1602-2017, Page Nos.145994 to 146014, Being No.160205127 for the year 2017.

AND

PRAMOD CONSTRUCTION, (PAN: AAOFP3029L) a Partnership Firm having its registered Office at 28, Chandrakiran Bldg, Gokul Chandrama Mandir Road, Budhapara, Post Office & Police Station – Raipur, District-Raipur, Chattisgarh Pin No. 492001, represented by partners namely– (1) **SRI PRAMOD KUMAR CHOUBEY, (PAN: ABWPC4040P),** (Aadhar No.) son of Sri Omprakash Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian and (2) **SMT. PRATIMA CHOUBEY, (PAN: ACLPC8041L),** (Aadhar No.) daughter of Sri Biswanath Sharma, wife of Sri Pramod Kumar Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian, both residing at 493C/A, G.T. Road, Post Office

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Shibpur, Police Station – Shibpur, Howrah – 711 102, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns) of the **SECOND PART**.

AND

Mr./Mrs./Ms..... (**PAN:**), (Aadhar No.)
son/daughter/wife of, Mr..... Years, residing at
....., (PAN), hereinafter called
the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees) of the **THIRD PART**.

WHEREAS :-

- A. By virtue of a registered Deed of Sale dated 13.11.2009 the Landowner become the Owner in respect of **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 14 Chittacks 28 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. C and D, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane; **ALL THAT** piece and parcel of bastu land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, together with structure standing thereon being Partition Plot No. F, at Municipal Premises No. 19B, Banamali Ghoshal Lane and **ALL THAT** piece and parcel of land measuring 5 Cottahs 8 Chittacks 33 Square Feet, be the same or a little more or less, being Partition Plot Nos. E and F1, lying and situated at Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 from the then owner Adhir Ranjan Bal, son of Late Sahadev Bal. The said Deed was registered in the Office of District Sub-Registrar at Alipore and entered in Book No.

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I, Volume No. 20, Page Nos.4855 to 4886, Being No.05467, for the year 2009.

B. After purchasing the aforesaid property the present Land Owner got its name mutated in respect of the aforesaid property in the records of B.L. & L.R.O. and the Kolkata Municipal Corporation.

C. The B.L. & L.R.O. got the name mutated the name of the Landowner in respect of the aforesaid property and after mutation the area of three dags has been separated is as under :-

R.S. Dag No.	R.S. Khatian No.	Area	Nature
93	182	7 Cottahs 13 Chittacks 30 Square Feet	Bastu
94	158	6 Cottahs 2 Chittacks 29 Square Feet	Danga
95	158	9 Chittacks 31 Square Feet	Pond

D. As three Municipal Premises Nos. 19, 19B & 19C, Banamali Ghoshal Lane, are contiguous to each other and as a result whereof, the Landowner applied for amalgamation the aforesaid three premises into one Premises before the Kolkata Municipal Corporation and the authority of the Kolkata Municipal Corporation amalgamated the said three Premises into one Premises after ratification of all formalities thereby issued certificate of amalgamation and mutation and the amalgamated premises has since been known as Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station : Behala, Kolkata – 700 034, under Assessee No.41-121-02-0019-1, containing land measuring 14 cottahs 10 chittacks.

E. The Land Owner became the Owner in respect of **ALL THAT** piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Danga land measuring 6 Cottahs 2 Chittacks 29 Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S.

Khatian No. 158; and **ALL THAT** piece and parcel of Pond land measuring 9 (nine) Chittacks, 31 (thirty one) Square feet be the same or a little more or less, lying and situated in part of R.S. Dag No. 95, under R.S. Khatian No. 158, all of Mouza – Mondal Para, J.L. No. 6, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, together with all right of easements, facilities and amenities and annexed thereto.

F. By virtue of a registered Deed of Conveyance dated 24.02.2012, the Land Owner sold, transferred and conveyed **ALL THAT** piece and parcel of pond measuring 9 (nine) Chittacks 31 Square Feet be the same little more or less in part of R.S. Dag No. 95, under R.S. Khatian No. 182 of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, being part of Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all right of easements, facilities and amenities and annexed thereto unto and in favour of **SRI PANKAJ SHARMA**, son of Sri Bishwanath Sharma, residing at 42, Shree Charan Sarani, Krishna Towers, Block - 4, third floor, Flat No. 303, Police Station-Bally, Howrah – 711 201. The said Deed was registered in the Office of District Sub-Registrar-II at Alipore and entered in Book No. I, C.D. Volume No. 3, Page Nos.6278 to 6294, Being No.**02108**, for the year 2012.

G. After selling out pond measuring 9 (nine) Chittacks 31 Square Feet, be the same little more or less in part of R.S. Dag No. 95, under R.S. Khatian No. 182 of Mouza – Mondal Para, at and being part of Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, the present Land owner

retained as Owner of **ALL THAT** piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Danga land measuring 6 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, got its name mutated and recorded in the records of the Kolkata Municipal Corporation.

- H. The Land Owner obtained Conversion Certificate in from Danga to Bastu in respect of land measuring 6 Cottahs 2 Chittacks 29 Square Feet, in R.S. Dag No. 94, under R.S. Khatian No. 158 of Mouza-Mondalpara from Block Land & Land Reforms Office, Thakurpukur, Metiabruz Block, South 24 Parganas dated 27.01.2012.
- I. The Land Owner obtained No-Objection Certificate of Land Ceiling Clearance from Competent Authority & S.D.O. (Sadar) Alipore, 24 Parganas (South) on 24.12.2012.
- J. The present Land Owner got a plan sanctioned from the Kolkata Municipal Corporation being B.P. No. 20161402010 dated 11.11.2016 (hereinafter called the **“Sanction Plan”**) for construction of a basement and ground plus five storied building upon **ALL THAT** piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; both of Mouza – Mondal Para, J.L. No. 6, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane,

Police Station – Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121.

- K. The Land Owner and the Developer executed and registered a Development Agreement on 09.06.2017 in respect of **ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet**, both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station– Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, for construction of the building as per sanction plan of the Kolkata Municipal Corporation, the other terms and conditions mentioned therein. The said Development Agreement was registered at the Office of District Sub-Registrar-II at Alipore and recorded in Book No. I, Volume No. 1602-2017, Page Nos. 141536 to 141590, Being No. 16024970 for the year 2017 (hereinafter referred to as the “**Development Agreement**”).
- L. Simultaneously on execution of the Development Agreement, the Land Owner executed and registered a Development Power of Attorney on 9th June, 2017 in respect of **ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet**, both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi

No. 1508, Pargana – Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station– Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, District-South 24 Parganas, in favour of the Developer empowering to do all acts, deeds and things mentioned therein including construction of the building as per sanction plan of the Kolkata Municipal Corporation and to sell and/or convey the Developer's Allocation through the Agreement for Sale/s and Deed of Conveyance/s including undivided proportionate share of the land attributed to the flats/and car parking spaces/commercial space. The said Power of Attorney was registered at the Office District Sub-Registrar-II at Alipore and recorded in Book No. I, CD Volume No.1602-2017, Page Nos. 145994 to 146014, Being No. 160205127 for the year 2017 (hereinafter after referred to as the “**Power of Attorney**”).

- M.The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project has been constructed.
- N.The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated 01.06.2017 bearing Registration No. B.P. No. 206140210 dated 11.11.2016.
- O.The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from the Kolkata Municipal Corporation. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 West Bengal Housing Industry Act 2018 and other laws as applicable.
- P. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____ .

- Q. Demolishing the existing structure and in conformity with the sanctioned plan, the Developer started and completed construction of basement + ground+ five storied building upon the said premises and the said project is known as **Sun Sapphire** ("Project") upon **ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet**, both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station– Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, which has specifically been described in the **SCHEDULE – “A”** hereunder and hereinafter referred to as the **“SAID PREMISES”**.
- R. During construction of the building the Allottee had applied for an apartment in the Project vides Application No. dated and has been allotted Apartment No. having carpet area of Square feet, on the ____ Floor in [tower/block/building] No. ("Building") along with garage/covered parking no. admeasuring square feet in the basement, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the "Apartment") more particularly described in **SCHEDULE-B** hereunder and of pro-rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in **SCHEDULE-A**;
- S. The Parties have executed an Agreement for Sale dated _____ (hereinafter referred to as the "Agreement") in respect of the said

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apartment gone through all the terms & conditions set out in the Agreement and understood the mutual rights and obligations detailed herein.

- T. The Parties hereby confirm that they have signed the Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- U. The Parties have relied on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained as mentioned in the Agreement and all applicable laws;
- V. On negotiation price for the said flat and car parking space has been settled at a total consideration of Rs. _____ only. According to the Developer, the price settled is highest available price in the market.
- W. The Purchaser have paid the entire consideration amount to the Developer and the Developer has completed construction of the said apartment in the said building in all respect and delivered possession thereof to the Purchaser and the Land Owner and the Developer hereby execute the Deed of Conveyance in respect of the said apartment together with undivided impartible proportionate share of the land underneath building including all common areas, portions, rights of easement, facilities and amenities annexed thereto.

NOW THIS INDENTURE WITNESSETH as follows:-

- I. In pursuance of the negotiation and in consideration of the said sum of Rs. _____ only paid by the Purchaser to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Land Owner and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the said apartment unto the Purchaser) and the Land Owner as well as the Developer doth hereby grant, sell, convey, transfer, assign and

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assure unto the Purchaser **ALL THAT** the undivided impartible proportionate share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE "A"** hereunder written as well as the said apartment morefully described in **SCHEDULE-"B"** hereunder written of the said building **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE "C"** hereunder written in common with the co-owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said apartment more fully described in the **SCHEDULE "D"** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **SCHEDULE-"E"** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SCHEDULE-"F"** hereunder written **AND ALSO** subject to the Purchaser regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SCHEDULE "G"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said apartment and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Land Owner into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the said apartment and the said undivided share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said apartment hereby conveyed, transferred and assigned unto and to the use of the

Purchaser or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said apartment and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the Purchaser absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said apartment and the said undivided share.

II. **THE LAND OWNER AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Land Owner and the Developer to the contrary, the Land Owner is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said undivided impartible proportionate share in the said land and the Developer is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled the said apartment thereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the Developer has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said apartment and the Land Owner has full power and absolute authority to sell, grant, transfer and convey undivided impartible

proportionate share in the said land unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.

- c) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said apartment and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Land Owner or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the said apartment through or under or in trust for the Land Owner and the Developer and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Land Owner and the Developer well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispens and encumbrances whatsoever made done executed or knowingly suffered by the Land Owner and the Developer.
- d) That the Land Owner and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the said apartment from through or under or in trust for the Land Owner and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said apartment hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

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- e) That the Land Owner shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or at his /her request to Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Land Owner and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and unconcealed.
- f) That the Developer hereby further declare that it has no right, title and interest whatsoever in the said apartment so constructed by itself for and on behalf and at the cost of the Purchaser upon the said land comprised in the said premises.
- g) That the Land Owner or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser.
- h) That the Purchaser shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said apartment in any manner whatsoever.
- i) That the Land Owner and the Developer shall help and assist the Purchaser in mutating his name in the records of the Kolkata Municipal Corporation and other authorities in respect of the said flat.
- j) That the Land Owner and the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

- k) The Purchaser has paid Rs. ____/- per square feet to the Developer according to the measurement for the flat and car parking space(super built up area) in the manner following :-
- i. Rs. ____ towards transformer.
 - ii. Rs. ____ towards providing generator;
 - iii. Rs. ____ towards formation of Association;
 - iv. Rs. ____ towards intercom / broadband connection;
 - v. Rs. ____ - towards maintenance of the building for one year according to the measurement of the flat and car parking space at the rate of (Rs.____/- per month).
- l) The Purchaser have also paid to the Developer of Rs.____ /- per square feet according to the measurement for the flat and car parking space for the purpose of creating a corpus fund which will be handed over by the Developer to the Land Owner's Association, to be formed after completion of the project.

III. **THE PURCHASER DO HEREBY COVENANT WITH THE LAND OWNER AND THE DEVELOPER** as follows :-

- a) That the Purchaser have inspected the building and the said apartment and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, completing the purchase hereunder.
- b) That the Purchaser has received peaceful vacant possession of the said apartment in complete satisfaction.
- c) That the Purchaser shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the **SCHEDULE "H"** hereunder.
- d) That the Purchaser shall all times hereafter make payment of all municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession of the said

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apartment and that may be imposed from time to time or become payable in respect of the said flat.

- e) That the Purchaser shall permit the Land Owner of other flats/apartments and their surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said apartment for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
 - f) That the Purchaser shall keep the said apartment in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.
 - g) That the Purchaser shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said apartment and as may be shown recorded in the meter installed at the space underneath the stair of the ground floor to record consumption of electricity at the said flat.
 - h) The Purchaser do hereby covenant, concur and consent with the Land Owner and the Developer that they shall not to raise any objection in the event making any addition, alterations or modifications in the ground of the building or any portion thereof by the Developer.
- IV. The Purchaser or any other person occupies the said flat shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

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THE SCHEDULE “A” ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet, whereupon basement +ground+ five storied building standing thereon, named as “_____”** both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, together with all right of easements, facilities and amenities and annexed thereto to which is butted and bounded :-

<u>ON THE NORTH BY</u> :-	Municipal Premises No. 19A, Banamali Ghoshal Lane;
<u>ON THE SOUTH BY</u> :-	Banamali Ghoshal Lane (K.M.C. Road);
<u>ON THE EAST BY</u> :-	K.M.C. Road;
<u>ON THE WEST BY</u> :-	Premises Nos. 27/1 & 27/2 & 18/11, Banamali Ghoshal Lane;

THE SCHEDULE “B” ABOVE REFERRED TO

(Description of the flat hereby sold)

ALL THAT a self contained residential flat, being Flat No. ____, measuring ____ square feet, super built-up area, be the same or a little more or less, consisting of ____ Bed Rooms, 1 (one) Kitchen, 1 (one) Dinning cum Drawing, 1 (one) Toilet, 1 (one) W.C. and 1 (one) Verandah, on the ____ side of the Second Floor of the building together with the undivided proportionate share of the land underneath of the building of the said premises mentioned in **SCHEDULE-“A”** hereinabove along with right of easements, common

areas, facilities and amenities annexed thereto, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, District-South 24 Parganas. The said flat is delineated with “**RED**” border in the annexed plan and the Plan should be treated as part of the Deed

THE SCHEDULE “C” ABOVE REFERRED TO
(Description of the Garage hereby sold)

ALL THAT one car parking space measuring ____ Square Feet, be the same or a little more or less, on the Ground Floor of the building together with the undivided proportionate share of the land underneath of the building of the said premises mentioned in **SCHEDULE-“A”** hereinabove along with right of easements, common areas, facilities and amenities annexed thereto, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, District-South 24 Parganas. The said garage is delineated with “**RED**” border in the annexed plan and the Plan should be treated as part of the Deed.

THE SCHEDULE “D” ABOVE REFERRED TO
(Common Areas/Portions)

1. The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.
2. The staircases, lifts, staircase and life lobbies, fire escapes and common entrances and exists of buildings.
3. The common basements, terraces, parks, play areas, open parking areas and common storage spaces.

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4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
5. Installations of central services such as electricity, gas, water and sanitation air conditioning and incinerating, system for water conservation and renewable energy.
6. The water tanks, pumps, motors, fans compressors ducts and all apparatus connected with installations for common use.
7. All community and commercial facilities as provided in the real estate project.
8. All other portion of the project necessary of convenient for its maintenance safety etc. and in common use.

THE SCHEDULE "E" ABOVE REFERRED TO
(*Easements*)

The Purchaser shall have the following rights of easement, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said apartment.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said apartment and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said apartment or any other units for the purpose of repairing any of the common areas or any

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appurtenances to any unit and/or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners.

THE SCHEDULE "F" ABOVE REFERRED TO
(Covenants, rules and regulations)

1. TITLE AND CONSTRUCTION :

SUBJECT TO the provisions contained in these presents **AND** **SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive Ownership, possession and enjoyment of the said apartment and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAXES AND IMPOSITIONS :

2.1. The Purchaser shall after the transfer being completed in terms hereof, apply for and have the said apartment separately assess and mutate for the purpose of assessment of Municipal rates and taxes. Until such time as the said apartment shall not be separately assess and/or mutate in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said apartment in the name of the Purchaser for the purpose of assessment of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the said flat and proportionately in respect of the common portions, if any.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

3.1. The Purchaser upon fulfilling his obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser shall co-operates with the Land Owner and the Developer in that respect.

3.2. The Purchaser shall not, in any manner, interfere or objection whatsoever in or with the functions of the Land Owner and/or the Developer and/or of the Association relating to the common purpose.

- 3.3. The Developer upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the Purchaser shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchaser shall, at his own costs, wholly in case it relates to the said apartment or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SCHEDULE "G" ABOVE REFERRED TO
(User of the said flat and the common portions)

After the date of delivery, the Purchaser shall, at his own costs, keep the said flat and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said apartment and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the Developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.
- c) The common areas facilities mentioned in the **SCHEDULE-"D"** hereto shall at times be hold and enjoy jointly by the Land Owner and/or occupiers of the different portions of the said premises with building and shall be used and enjoyed by them in common amongst themselves.

- d) Each Purchaser/Occupiers of different flats shall use the said common areas and facilities for the purpose of which they are intended without hindering or encroaching any lawful rights of the Purchaser and/or occupiers of the other flats.

THE PURCHASER SHALL NOT DO THE FOLLOWING:

- a) To obstruct the other flat Owners and/or the Association in their acts, relating to the common purposes.
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other flat/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) To alter any portion, elevation or colour scheme of the said building.
- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.
- g) To use the said apartment or any part thereof for any purpose other than for residential purpose and parking car.
- h) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
- i) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/units in the said building and/or the adjoining building or building.
- j) To use/allow the flat or any part thereof used for any club, meeting, conference, nursing home, hospital, boarding house, eating place, restaurant or any other similar public purpose.
- k) To put or affix any sign-board name-plate or other things similar articles in the common portions or outside walls of the building and/or outside wall of the flat save and except at the place or places

provided therefore or approved in writing by the association provided that nothing contained in this cause shall prevent the Purchaser from displaying a decent nameplate in the outside of the main door of the flat.

- l) To obstruct or to object the Flat Owners' Association from using or allowing other to use, transferring or making any construction or any part of the land comprised in the premises and/or the building to save the said flat.
- m) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat.
- n) To keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- o) To make in his said flat any structural additions or alteration except with the prior approval and/or permission in writing and with the sanction of the Kolkata Municipal Corporation without causing any damage in the said building or other flat of the said building.

THE SCHEDULE "H" ABOVE REFERRED TO
(Common Expenses)

On completion of the Building, the Developer and its respective nominees including the intending Purchasers shall regularly and punctually pay their proportionate share of the common expenses as fully described herein below:-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the Building including the outer and external walls of the Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;

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- d) Municipal Tax, water tax and other levies in respect of the said Property and the Building save those separately assessed by the Purchasers;
- e) Costs of formation of the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owner;

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of:-

WITNESSES :-

1.

2.

Signature of the **LAND OWNER**

Signature of the **DEVELOPER**

Signature of the **PURCHASER**

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MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____ only as full and final consideration amount from the above named **PURCHASER** in respect of the flat and car parking space mentioned in **SCHEDULE- "B"** hereinabove as per memo below:-

Particulars of the Consideration	Amount (Rs.)
TOTAL AMOUNT	Rs.

(Rupees) only.

WITNESSES:

1.

2.

*Signature of the **DEVELOPER***

Drafted by and Prepared
in my Office :-

Subhankar Sarkar
Advocate
Enrolment No.WB/205/1997 of

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Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.