



SENBA (INDIA)

.... *Commitment Absolute*

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Ref. No.

Date

DEED OF CONVEYANCE

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

BETWEEN

(1) **SRI MONILAL GHOSH**, son of Late ChuniLall Ghosh , by faith Hindu, by occupation Business, by nationality Indian, residing at 16/1A Beadon Street , Post OfficeBeadon Street , Kolkata-700006, Police Station Burtolla, (PAN), (2) **SRI AKSHOY KUMAR GHOSH** , son of LateChuniLall Ghosh , by faith Hindu, by occupation business , by nationality Indian, residing at 16/a beadon street Kolkata 700006,(3) **SRI MANICKLAL GHOSH** (4) **SRI GOUTAM KUMAR GHOSH** all son of ChuniLall Ghosh , by faith Hindu, by occupation business , by nationality Indian , residing at 16/1A, Beadon Street Kolkata -7000 06, (5) **SRI BHOLA NATI GHOSH** ,(6) **SRI ASHOKE KUMAR GHOSH** (7) **SRI UTTAM KUMAR GHOSH** (8) **SRI DILIP KUMAR GHOSH** , all are sons of late Parma lall Ghosh , residing at 16/1A , Beadon Street residing at 16/1A, Beadon Street kolkata -700006, (9) **SMT SUMITRA DEY** wife of Sri Milan Dey residing at 4D, Kashi Bose lane , Kolkata 700006 (10) **HIRA LAL GHOSH** ,(11) **SRI SUKUMAR GHOSE** both sons of Late Surendra Nath Ghosh both by faith Hindu residing at 124/2/3, Manicktola Street Kolkata -7000 06 Hereinafter, jointly, called and referred to as the "**VENDORS**" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in- office and/or assigns etc.) Of the FIRST PART.

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Corporation (KMC), Registration District Registrar of Assurances Kolkata, District Kolkata, more or less, more fully 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 Developer.
- 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 Vendors/Developer for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by the Vendors/Developer.
- 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 Developer 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 Developer may use or permit to be used for parking of motor cars and other vehicles and the Developer 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/salvageable 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 Developer.

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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 Developer/Vendors with such unit then the area of such open terrace.
b)	Proportionate share of the area of the common areas and installations.
c)	Landing of staircases
d)	Lobbies of the New Building
e)	Overhead water tank
f)	Underground water reservoir
g)	Septic tank
h)	Lift machine room
i)	Plumbing ducts
j)	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 Purchaser/s or any co-owner in any rates and/or Sales Tax, GST, 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, GST, Service Tax are being respectively levied.

xi) "Said Unit" shall mean the Unit being a Flat on a portion of the New Building more fully 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.

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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 Unit 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 Permit No. _____ dated _____ valid for 5 years and shall include modifications thereof and/or alterations thereto as may be made by the Developer 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 may be; 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 New Building. The flat owners of all the flats of the building including the said Purchaser as the owner of the said Unit thereby 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 Vendors/Developer herein upon sale and transfer of all the flats in the New Building and on payment of all amounts due and payable by the flat purchasers of the New Building payable towards the price of the said Unit and also other deposits and security in terms of the Agreement and also upon all flat purchasers in the New 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 New Building.

PART-II: RECITALS

The Vendors herein owns ALL THAT pieces and parcels of land admeasuring 1 Bigha, 10 chittack, square feet, lying and situate at and being Municipal Premises No.27A, Bagmari Road, Post Office Kankurgachi, Kolkata-700006, Police Station Manicktala, within Ward No. 32 of Kolkata Municipal

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Police

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which are hereinafter specified and written as follows:

- i) The right of access and use of the Common Areas and Installations in common with the Vendors 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 Vendors/Developer 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.

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THE SIXTH 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 ruin 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, CISC Limited, Fire Brigade, Authorised Officer under HIRA, 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

Karati Sobit

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, by-laws, etc.

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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 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.

Kante Sadak