

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("Conveyance Deed") is made on this _____ day of _____, TWO THOUSAND AND TWENTY ONE (2021).

BETWEEN

1. SRIMATI SUCHARITA MANDAL (Having PAN ANOPM3845G) wife of Sri Ashoke Kumar Mandal, by nationality – Indian, by religion – Hindu, by occupation -Housewife, **2. KUMARI ALOLIKA MANDAL (Having PAN AXEPM3840M)** **3. KUMARI NIRAJITA MANDAL (Having PAN BGUPM3977K)** both daughters of Sri. Ashoke Kumar Mandal, both by nationality – Indian, by religion – Hindu, by occupation – Service and Student respectively, all residing at South Station Road, Police Station – Khardah, at Present Police Station – Belghoria, Post Office – Agarpara, Dist. North 24-Parganas, hereinafter jointly referred to and collectively called as 'VENDORS'(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART represented by SRI PARTHA PRATIM MAJUMDAR (Having PAN AHIPM6958J)**, son of Sri Pradyut Kumar Majumdar, by occupation – business, by faith - Hindu, by Nationality – Indian, residing at 42/12 Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, Proprietor of **M/S. MUNANI CONSTRUCTION**, a sole Proprietorship firm, having its Principal place of Business at 42/12, Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, represented by its sole Proprietor **SRI PARTHA PRATIM MAJUMDAR (Having PAN AHIPM6958J)**, son of Sri Pradyut Kumar Majumdar, by occupation – business, by faith - Hindu, by Nationality – Indian, residing at 42/12 Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, nominated and constituted by **Development Power of Attorney being dated 25th day of January, 2019 registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. 1, Volume No. 1506-2019, Page from 26466 to 26486, Being No. 150600580 for the year 2019.**

AND

M/S. MUNANI CONSTRUCTION, a sole Proprietorship firm, having its Principal place of Business at 42/12, Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, represented by its sole Proprietor **SRI PARTHA PRATIM MAJUMDAR (Having PAN AHIPM6958J)**, son of Sri Pradyut Kumar Majumdar, by occupation – business, by faith - Hindu, by Nationality – Indian, residing at 42/12 Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[if the Purchaser is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.) the party of the **Third Part**.

[OR]

[if the Purchaser is a Partnership]

_____ a partnership firm registered under the Indian Partnership Atc, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) the party of the **Third Part**.

[OR]

[if the Purchaser is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the “**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 and permitted assigns) the party of the **Third Part**.

[OR]

[if the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning

thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) the party of the **Third Part**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

The **VENDORS** are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **4 (Four) Cottahs 6(Six) Chittacks together with Two storied building thereon having Pacca construction in total measuring more or less 1200 sq.ft. out of which the ground floor measuring more or less 600 sq.ft. covered area and the first floor measuring more or less 600 sq.ft.** area of more or less all having cemented floors, situated at **Mouza - Palpara, J.L. No. 7, R.S. No. 136, Touzi No. 96B/1, appertaining Dag No. 510, under Khatian No. 273, being Premises No. 10/1, Bhattacharjee Para Lane, Kolkata - 700 036**, within the jurisdiction of Baranagar Police Station within the local limits of Baranagar Municipality under Ward No. 27, Holding No. 507, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

1. The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest will appear from the **FIRST SCHEDULE** hereunder written and/or given.
2. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**CHHAYA APARTMENT**" with the object of using for any commercial purpose and/or serviced apartments.
3. The Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Vendee's Agreement for allotment the Said Apartment and is now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.
7. The **Purchaser** i.e. the Allottee had approached the **Promoter** directly to purchase the Apartment/Unit no. on the Floor, Block No. _____ measuring

about (.....) sq. ft of carpet area morefully described in the **3rd Schedule (Said Apartment/Unit)** and accordingly an Agreement for Sale has been executed between the Parties herein on _____ in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.

8. Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the said Agreement for Sale dated _____ and as such the Promoter hereby transfer the area of the said Apartment/Unit as morefully described in the **Third Schedule** herein in favour of the Purchaser on execution under this indenture.

9. At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself/ itself as to –
 - a) Title of the Owners in respect of the said premises.
 - b) The Right of the Promoter to Transfer the Said Apartment/Unit.
 - c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.
 - d) About the workmanship and materials used in construction of the new building at the said premises.
 - e) As to the structural stability of the new building at the said premises.
 - f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
 - g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
 - h) Carpet area comprised in the said Apartment/Unit.
 - i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the **FIRST SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH as follows:

I. In pursuance of the consideration of Rs...../- (Rupees Only) for Flat and the consideration of Rs...../- (Rupees Only) for car parking summing up to **Total Consideration** of Rs.....plus GST paid by the Purchaser and also by the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby for ever acquit release transferred with the concurrence of the Owners the Promoter hereby grant sell transfer convey assign and assure **ALL THAT** the Apartment/Unit no. on the Floor, Block No_____ measuring about (.....) sq. ft of carpet area together undivided proportionate share in the land and in the common parts and portions along with a covered/open/podium/mechanical car parking, (hereinafter collectively referred to as “the said Apartment/Unit”) more fully described in the Third Schedule hereunder written unto and in favour of the Purchaser (the said Apartment/Unit and said undivided share in the land are hereinafter collectively referred to as THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO) TO HAVE AND TO HOLD the said APARTMENT/UNIT and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendenses attachments trust whatsoever or howsoever AND TOGETHER WITH the right to use the common area installations and facilities in common with the Co-Purchasers and other lawful occupants of the New Building BUT EXCEPTING AND RESERVING such and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) TO HAVE AND TO HOLD THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the SEVENTH SCHEDULE

hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written) to the Promoter do hereby release, relinquish disclaim and disown all his right title and interest into or upon the said Apartment/Unit and the properties appurtenant thereto unto and to the Purchaser herein.

II. AND THE PROMOTER i.e. THE OWNER DO TH HEREBY COVENANT WITH THE PURCHASER i.e. THE ALLOTTEE as follows:-

a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment/Unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every apart thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances to make void the same.

b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.

c) THAT the said Apartment/Unit And the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.

d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment/Unit And The Properties Appurtenant

thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner/Promoter Party or any person or persons having or lawfully or equitably claiming as aforesaid.

- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispenses debit tax or trust or claims and demands whatsoever created occasioned or made by the Owner/Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment/Unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Owner/Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Apartment/Unit And the Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- h) THAT the Owner/Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said apartment/unit and the properties appurtenant thereto

and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE PROMOTER i.e. THE OWNER as follows:-

- a) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the maintenance charges payable in respect of the said Apartment/Unit.
- b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said Apartment/Unit.
- c) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.

IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:-

- a) THAT the Purchaser and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SEVENTH SCHEDULE hereunder written.
- b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Panchayat/Municipal rates and taxes and other outgoings including cesses, multistoried Building tax, Water Tax, Urban Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/Unit and proportionately for the new Building as a whole and for the common parts and portions.

c) THE Purchaser shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat/Municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

a) THAT the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.

b) THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire

license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the Apartment/Unit Owner i.e. the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.

- c) THAT the Owner i.e. the Promoter shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or hoardings on the roof including Mobile Towers. The revenue generated from such hoardings/erections belongs to the Promoter. All expenses in this regard including but not limited to electricity consumption shall be borne and discharged by the Promoter. The Promoter shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Promoter and agrees not to raise any objection in this regard.
- d) The right of the purchaser shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof/terrace and other open spaces of the said new Building and premises shall be the absolute property of the Promoter i.e. the Owner to whom the roof/terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.
- e) The said new Housing complex shall always be known as **“CHHAYA APARTMENT”**.
- f) At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential Apartments/Units and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.

g) The Purchaser shall at its own cost immediately after the execution of this Deed apply to CESC Ltd. or WBSEB Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges at a cost to be fixed by the Promoter.

VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER as follows:-

i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handover of the flats SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.

ii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of **more than 30 days** from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –

- a) Discontinue the use of common services.
- b) Discontinue the supply of water.
- c) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.

iii) Within **three months** from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.

- iv) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.
- v) The right of the Purchaser shall remain restricted to the said Apartment/Unit and the said Car Parking Space(s) and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

(DEFINITIONS)

- 1.1 ACT/RULES/REGULATION shall means :
- a) **“Act”** means the West Bengal Housing Industry Regulation Act,2017 (West Ben.Act XLI of 2017);
 - b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
 - c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

- 1.2 WHO ARE THE OWNER shall mean the Promoter i.e. the Owners above named as mentioned herein before and their respective heirs, legal representatives, executors, administrators, assigns and/or its successor or successors in interest.
- 1.3 WHO ARE THE PURCHASER shall mean: the Allottee i.e. the purchaser above named and its/his/her successor and/or successors in interest, heirs/executors, administrators, successors, legal representatives and/or assigns.
- 1.4 ARCHITECT shall mean the person or any firm or architect appointed by the Promoter.
- 1.5 NEW BUILDING shall mean the new building named “**CHHAYA APARTMENT**” consisting of **ground plus THREE** upper floors comprising of Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by the **Baranagar Municipality vide Sanction Building Plan No. 5(Z) dated 07/06/2019.**
- 1.6 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the ground.....of the New Building.
- 1.7 CAR PARKING SPACE Dependent/Independent
Open/Mechanical/Covered
- 1.8 COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said new Building and in particular the common parts portion areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various apartments/units and common use and enjoyment thereof.
- 1.9 COMMON EXPENSES shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective apartment/unit(s) for rendition of common services more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written and catering to Commercial Apartments/Units.

- 1.10 COMMON PARTS AND PORTIONS shall mean and include Lobbies corridors staircases, hallways, passage-ways, driveway, lifts, life-shafts, pump rooms, machine room overhead water tank underground reservoir, Generator, generator room, common lavatories and other facilities and spaces whatsoever required for maintenance and/or management of the new building to be determined/provided by the Promoter in its absolute discretion at the time of making over the possession of the said Apartment/Unit more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.
- 1.11 PREMISES shall mean **ALL THAT** piece and parcel of land admeasuring **4 (Four) Cottahs 6(Six) Chittacks together with Two storied building thereon having Pacca construction in total measuring more or less 1200 sq.ft. out of which the ground floor measuring more or less 600 sq.ft. covered area and the first floor measuring more or less 600 sq.ft.** area of more or less all having cemented floors, situated at **Mouza - Palpara, J.L. No. 7, R.S. No. 136, Touzi No. 96B/1, appertaining Dag No. 510, under Khatian No. 273, being Premises No. 10/1, Bhattacharjee Para Lane, Kolkata - 700 036**, within the jurisdiction of Baranagar Police Station within the local limits of Baranagar Municipality under Ward No. 27, Holding No. 507, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas held by the Promoter more fully described in the SECOND SCHEDULE hereunder written.
- 1.12 SANCTIONED PLAN shall mean the Building plan sanctioned by the **Baranagar Municipality vide Sanction Building Plan No. 5(Z) dated 07/06/2019** and shall include such modification or variation as may be made from time to time.
- 1.13 RESTRICTIONS shall mean various restrictions regarding the user/holding of the said apartment/unit as hereinafter stated and more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written.
- 1.14 SINKING FUND shall mean the fund to be paid and/or contributed by each Apartment/Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Promoter on account of capital expenses and after

the said new building is completed and possession is made over and upon formation of the said Society/Association, the said amount on account of sinking fund shall be transferred to the such Society/Association.

- 1.15 SAID APARTMENT/UNIT shall mean **ALL THAT** Apartment/Unit no. on the floor, Block No._____ measuring about (.....) sq. ft of carpet area in the Building named Aria Rabindra TOGETHER WITH the undivided impartible proportionate share in the land underneath the said Building and attributable to the said APARTMENT/UNIT and TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities in the said New Building at the Said Premises
- 1.16 UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND shall mean the undivided impartible indivisible proportionate share in the land underneath the building lying erected in the said premises described in the SECOND SCHEDULE hereto and appurtenant to the said Apartment/Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered Area of the said Apartment/Unit and shall also include such shares appurtenant to all other Apartments/Units comprised in the said New Building wherever the context so permits.
- 1.17 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Promoter for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Promoter may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Promoter in its absolute discretion.
- 1.18 Singular number shall include plural number as well.
- 1.19 Masculine gender shall include feminine and neutral genders as well.

THE FIRST SCHEDULE ABOVE REFERRED TO

WHEREAS one Kali Charan Santra was owner/or otherwise well seized and possessed of other properties including all that piece and parcel of land at present measuring an area of more or less 4.36 Decimals of land lying and situated at Mouza - Palpara, J.L. No. 7, R.S. No. 136, Touzi No. 96B/1, comprised in Dag No. 508 & 510 under Khatian No. 273, within the jurisdiction of Baranagar Police Station, within the local limits of Baranagar Municipality in the District of North 24-Parganas, Kolkata – 700036.

AND WHEREAS the said Kali Charan Santra died intestate leaving behind her only wife Kankalini Dasi and the said Kankalini Dasi became absolute owner of the above mentioned property left by her deceased husband and she was using and enjoying the said property.

AND WHEREAS by virtue of a Deed of Conveyance in Bengali, executed on 17/04/1947 and registered on 18/04/1947 the said Kankalini Dasi sold and transferred more or less 7 Cottahs 8 Chittacks of land from her above mentioned properties comprising in Dag No. 508 & 510 in favour of one Rabindranath das and the said Deed of Conveyance was registered in the office of the sub-registry at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 19, Page Nos. 40 to 51, Being Deed No. 1012 for the year 1947 in such a way that in Dag No. 508 land area 4.87 Decimals and in Dag No. 510 land area 31.87 Decimals total 37.74 Decimals out of which 12.50 Decimals equivalent to 7 Cottahs 8 Chittacks of land and after such purchase of land mutated his name in revisional settlement jarip under Khatian No. 273 and after that said Rabindranath Das constructed two storied pucca building on his said property and also mutated his name in local Baranagar Municipality the property, has been recorded as premises No. 10/1, Bhattacharjee Para Lane, Kolkata – 700036.

AND WHEREAS by virtue of a Deed of Gift dated 25/03/2004 the said Rabindranath Das as doner therein gifted more or less 3 Cottahs 2 Chittacks 0 sq.ft. of appertaining land out of total land 7 Cottahs 8 Chittacks of land comprised in Dag No. 510, Khatian No. 273 in favour of his son namely Subhendu Das which was registered at A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 90, Page from 45 to 52, Being Deed No. 3374 for the year 2004 and the rest of land measuring an area of 4 Cottahs 6 Chittacks seized and possessed and sufficiently entitled to Rabindranath Das.

AND WHEREAS the said Rabindranath Das also executed and registered a Deed of Gift in favour of Kumari Alolika Mandal and Nirajita Mandal the land owners herein the land area measuring 2 Cottahs 2 Chittacks 30 sq.ft. out of remaining 4 cottahs 6 Chittacks under Dag No. 510, and Khatian No. 273 which was recorder in Book No. 1, Volume No. 147, Page from 255 to 264, Being Deed No. 5175 for the year 2005 at A.D.S.R Cossipore Dum Dum office.

AND WHEREAS after such registration of this gift deed the remaining land area 2 Cottahs 3 Chittacks 15 sq.ft. and also gifted the land to his wife namely Smt. Sandhya Das measuring an area of 2 Cottahs 1 Chittacks 15 sq.ft. out of 2 Cottahs 3 Chittacks 15 sq.ft. which was registered at A.D.S.R Cossipore Dum Dum recorded in Book No. 1, Volume No. 199, Page from 319 to 324, Being Deed No. 7013 for the year 2005 and the remaining land measuring an area of 2 chittacks is still-now for using the common passage only which is belong to the names of Sucharita Mondal, Alolika Mandal and Nirajita Mandal.

AND WHEREAS the said Sandhya Das Gifted her property in favour of Sucharita Mondal measuring an area of 2 Cottahs 1 chittacks 15 sq.ft. lying and situated at Mouza – Palpara under dag No. 510, which was registered at A.D.S.R Cossipore Dum Dum recorded in Book No. 1, Volume No. 83, Page from 183 to 192, Being Deed No. 3223 for the year 2009.

AND WHEREAS the land owners herein namely Sucharita Mondal, Alolika Mandal and Nirajita Mandal became the owners of **4 Cottahs 4 Chittacks by a two Deed of Gifts and also the common passage measuring an area of 2 chittacks so total land area 4 Cottahs 6 Chittacks**. In this way all the land owners herein jointly seized and possessed and/or sufficiently entitled to **ALL THAT Piece and parcel of land measuring an area of more or less 4 Cottahs 6 Chittacks** and enjoyed the same.

AND WHEREAS the Owners declares that the said land is free from all sorts of encumbrances having a clear and marketable title.

AND WHEREAS the present landowners enter into a **Development Agreement dated 25th January, 2019 registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 26106 to 26138, Being No 150600568 for the year 2019** with the developer herein for the land mentioned above admeasuring **4(Four Cottahs 6(Six) Chittacks be the same a little more or less together with old two storied building thereon having pacca construction in total measuring more or less 1200 sq.ft.** and also described clearly and explicitly in the Second schedule hereunder written and for the smooth running of the said project has agreed to execute a registered **Development Power of Attorney being dated 25th January, 2019 registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 26466 to 26486, Being No 150600580 for the year 2019** by which the owners herein has appointed and nominated the **M/S. MUNANI CONSTRUCTION**, a proprietorship Firm, having its Principal place of Business at 42/12 Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090,, Dist. North 24- Parganas, represented by its sole Proprietor **SRI PARTHA PRATIM MAJUMDAR (Having PAN AHIPM6958J)**, son of Pradyut Kumar Majumder, by occupation – business, by faith - Hindu, by Nationality – Indian, residing at 42/12 Nabin Chandra Das Road, P.S. - Baranagar, Kolkata – 700090, called and referred to as the **DEVELOPER/ PROMOTER**.

AND WHEREAS, by virtue of the aforesaid Development Agreement and registered General Power of Attorney, the Developer hereto prepared a Building Plan in the name of the Landowners aforesaid and submitted before the Competent Authority for their sanction and got the same vide No. **5(Z) dated 07/06/2019** from the **Baranagar Municipality**.

AND WHEREAS, the Vendors and the Developer herein declared that the properties hereunder agreed to be sold, are free from all encumbrances, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Governmental, or Semi Governmental Authorities or statutory or any other authorities, and they further declare that they have never executed any instrument/documents infavour of any third party respecting the property agreed to be sold

AND WHEREAS, the purchaser herein has taken inspection of the abstracts of title of the Vendors and also the said sanctioned plan, and materials relating to the said unit, being a FLAT within the said building, and made himself fully conversant with the contents hereof, and have fully satisfied himself as to the Title, of the present owners-the Vendors, along with the construction work of the Developer and being fully satisfied with all the fixtures/material fitted in the said flat and the common amenities thereto after taking through inspection of the flat and the project has agreed to purchase and both the parties have mutually measured and agreed to the physical measurement area of _____ square feet.

AND WHEREAS, it is mutually agreed that the purchasers of flat, parking space and commercial space of the project to use the common spaces areas amenities and internal roads of the projects developed by the Developer in common and the purchases of the units of projects of the Developer shall abide by the terms of the Development Agreements and shall not raise any objection or claim to the same and after understand the common use of the common amenities and other facilities and after inspection being satisfied by the same the present Purchaser is executing this deed of conveyance.

AND WHEREAS, the Vendors and the developer herein jointly have agreed to sell, and the purchaser herein has agreed to purchase **ALL THAT** one unit being a Flat No. ____, **on the ____ Floor**, in Block - '____', measuring super built-up area _____ (_____) square feet, more or less, consisting of ____ bed rooms, ____ Drawing-cum-Dining room, ____ Kitchen, ____ Toilets and ____ Balconies, hereinafter called the said "**UNIT**", as contained in the building, lying and situated at **Mouza - Palpara, J.L. No. 7, R.S. No. 136, Touzi No. 96B/1, appertaining Dag No. 510, under Khatian No. 273, being Premises No. 10/1, Bhattacharjee Para Lane, Kolkata - 700 036**, within the jurisdiction of Baranagar Police Station within the local limits of Baranagar Municipality under Ward No. 27, Holding No. 507, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, **TOGETHER WITH** undivided proportionate share in the said land and the said building thereon, more fully and particularly described in the **SECOND SCHEDULE** hereunder written at or for a total consideration of **Rs. _____/- (Rupees _____) only** covering the proportionate value of the lands respecting the unit below the building and that covering Vendor charges for construction of the Unit within the same as included in the amount of the consideration **along with cost of registration of**

the **UNITS**, as agreed being paid by the purchasers herein to the Developer/Second Part in full.

ARTICLE - III

ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned , described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances , charges , liens, lispenses, demands, claims , hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the Development Agreements and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT piece and parcel of land admeasuring 4(Four Cottachs 6(Six) Chittacks be the same a little more or less together with old two storied building thereon having pacca construction in total measuring more or less 1200 sq.ft. out of which the ground floor measuring more or less 600 sq.ft. covered area and the first floor measuring more or less 600 sq.ft. area more or less all having cemented floors, lying and situated at Mouza - Palpara, J.L. No. 7, R.S. No. 136, Touzi No. 96B/1, appertaining to Dag No. 510 under Khatian No. 273, being Municipal Holding No. 507, P.S .Road "A" at Premises No. 10/1, Bhattacharjee Para Lane, Kolkata - 700 036, within the jurisdiction of Baranagar Police Station within the local limits of Baranagar Municipality under Ward No. 27, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas.

Which is butted and bounded as follows :-

ON THE NORTH : 12 ft. wide Bhattacharjee Para Lane.

ON THE SOUTH : Premises No. 10 , Bhattacharjee Para Lane.

ON THE EAST : Premises No. 8/2 , Bhattacharjee Para Lane.

ON THE WEST : Premises No. 10/1/A, Bhattacharjee Para Lane.

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(THE SAID APARTMENT/UNIT)

(FLAT AND/OR UNIT)

ALL THAT the one self contained residential **FLAT AND/OR UNIT No.** ----- on the -----
- **FLOOR** of **BLOCK** - ----- of the building containing by estimation an area of -----
Square Feet (Saleable) be the same a little more or less subject to Final measurement
comprising of ---- **Bed Rooms** + ---- **Wash rooms** + __ **Kitchen** + __ **Drawing/ Living/ Dining
Room** + --- **Balcony**, together with One Independent Covered Car Parking space containing
an area of ... Square Feet (..... Sq.Mtr) more or less **TOGETHER WITH** the undivided
proportionate share or interest in the land directly underneath and forming part of the said
Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas
and facilities to comprise in the said Premises and delineated on the Plan annexed hereto
and bordered in colour **Red** thereon.

THE FOURTH SCHEDULE ABOVE REFERED TO

(Common Areas and Utilities)

(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

1. Lift in each block.
2. Fire Fighting arrangement as per sanctioned fire plan.
3. _____.
4. _____.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX are listed as under. These COMMON PARTS and PORTIONS/FACILITIES shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project “CHHAYA APARTMENT” Present purchasers will have no right to raise any objections on the usage of the under mentioned COMMON PARTS and PORTIONS/FACILITIES with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

1. _____
2. _____
3. _____

- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

THE FIFTH SCHEDULE ABOVE REFERRED TO

(EASEMENTS OR QUASI-EASEMENTS)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter and/or the Society and/or the Association of Co-owners of the New Building.

- 1. The right in common with the Purchaser and/or other person or person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said Apartment/Unit(s) of the other part or parts of the New Building through or over the said apartments/units) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the said Apartment/Unit(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Apartment/Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Promoter and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress or egress to and from such other part or parts of the New Building, the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building.
5. The right of the Promoter or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment/Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduits underground/overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment/Unit(s) or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE hereto.
2. The right of access and passage in common with the Promoter and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building and the said Premises.
3. The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartment/Unit(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Promoter and the Society/Association along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Apartment/Unit(s) by or from all parts of the New Building so far they now support shelter or protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment/Unit(s) through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment/Unit(s) and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment/Unit(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the Owners and occupiers of the other apartments/units and portion of the Building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the said Apartment/Unit(s) the Purchaser agrees and covenants.
 - (a) To co-operate with the other co-purchasers and the Promoter in the management and maintenance of the said building.
 - (b) To observe the rules framed from time to time by the Society/Association.

- (c) To use the said Apartment/Unit(s) for residential, purpose (as has been granted) and for no other purposes whatsoever without the consent in writing of the Promoter.
- (d) To allow the Promoter with or without workmen to enter into the said Apartment/Unit(s) for the purpose of maintenance and repairs and sale of unsold stock of the Developer.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of receiving of the possession letter and also the rates and taxes for the said Apartment/Unit(s) and proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit(s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Society/Association to such Society/Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment/Unit(s) has been taken or not by the Purchaser, the said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within ____ **hours** to the Promoter and upon formation of the Society/Association to such Society/Association.
- (f) To deposit the amounts reasonably required with the Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the said Apartment/Unit(s).
- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.

- (i) Not to do anything or prevent the Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (j) To maintain or remain responsible for the structural stability of the said apartment/unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment/Unit(s) or in the compound or any portion of the building.
- (l) Not to store or bring and allow to be stored in the said Apartment/Unit(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (m) Not to 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 constructions of the building or any part thereof.
- (n) Not to fix or install air-conditioners in the said Apartment/Unit(s) save and except at the places which have been specified in the said Apartment/Unit(s) for such installation.
- (o) Not to do or cause anything to be done in or around the said Apartment/Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment/Unit(s) or

adjacent to the said Apartment/Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- (p) Not to damage or demolish or cause to be damaged or demolished the said Apartment/Unit(s) or any part thereof or the fittings and fixtures affixed thereto.
- (q) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said apartment/unit which in the opinion of the Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
- (r) Not to install grills the design of which have not been approved by the Architect.
- (s) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said apartment/unit(s) or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (t) Not to make in the said Apartment /Unit(s) any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Promoter and with the sanction of the Competent Authority as and when required.

- (u) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
 - (v) Not to use the said **Apartment/Unit(s)** or permit the same to be used for any purpose whatsoever other than as a **Residential Apartment/Unit** and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any industrial activities whatsoever.
 - (w) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner to be visible to the outsiders.
 - (x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Society/Association and after the Society/Association is incorporate to comply with and/or adhere to the building rules and regulations of such Society/Association.
2. The Purchaser agrees that :
- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Promoter to be payable from the date of possession to the Promoter and upon formation

and transfer of management of the building to the Society/Association such payments are required to be made without any abatement or demand.

- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment/Unit(s) only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of said building to the Society/Association in terms of these presents, the employees of the Promoter such as watchmen, security staff, lift men, etc. shall be employed and/or absorbed in the employment of such Society/Association with continuity of service and on the same terms and conditions of employment with the Promoter and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) So long as each Apartment/Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Promoter. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment/Unit(s) in the said Building.
- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate as per provision of the Act. 'HIRA' per month and further that such

amount shall remain unpaid for sixty days, the Promoter shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Apartment/Unit such as water supply, electricity connection, use of lifts etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

3. The Purchaser has further agreed that:
 - a) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
 - b) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.
 - c) The Promoter shall be absolutely entitled and/or shall have sole and exclusive right to the roof of the building and all the other open spaces of the said building and premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it where it basis or duly developed by way of construction thereon to any person or persons, party or parties and/or deal with the same as the Promoter in its sole discretion shall think fit & proper and the Purchaser hereby consents to the same without any objection and/or claim in whatsoever manner under any circumstances.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. Establishment and all other capital and operational expenses of the Association of Flat VENDOR/DEVELOPER .
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Buildings.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level, including lifts, , if any changeover switches, if

any pumps and other common installations including, street lights, lobby lights, club house maintenance, swimming pool, gym, kids room, podium area, club facilities maintenance and their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level.

9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE NINETH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE APARTMENT)

{SPECIFICATIONS}

1. Superstructure:
2. R.C.C. Frame Structure recommended by the Engineer / Architect on the basis of soil investigation report. Stair case height will be 5" inches. Stair case will be 3 feet 6 inches wide;
3. All external bricks will be 8" inches and partition wall will be 5" and 3" thick, all walls to be with standard materials and cemented plastered with standard mortar. Internal wall to be finished with a coat of plaster of paris;
4. Marble with 6" skirting. Green marble border in dining space. Labour costs for fixing green marble will be borne by the land owners.
5. All main doors frame will be SAIL wood with Segun wood Pallahs.
6. And all door will be flash door by water proof ply. Bathroom and kitchen door will be poly fiber.
7. Aluminum frame and glass fittings with steel grill.
8. Floor marble, Kitchen top of black stone with a sink and glazed tiles up to 2 feet height from floor the kitchen top, one wash Basin.

9. Floor marble, glazed tiles upto 5 feet height from floor level with good quality C.P fittings (Concealed).
10. Electric wirings will be good quality copper wire with adequate points (Concealed). All to be good quality with one additional meter.
11. Points: Three light points , one fan point, two plug point for bed rooms, two light point, one fan point, two 15amp plug point in dining room, one plug point, one exhaust fan point for kitchen, two light point, one plug point, one exhaust fan point, one 15amp plug point for bathroom; A.C line in all flat in first floor. In balcony two light point , one plug point will be installed.
12. Water supply: 24 hours water supply from deep tube well with pumping to overhead water tank and under ground reservoir with municipal water supply line on the ground floor.

LIFT: Lift facilities.

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 AND DELIVERED by the
owner at Kolkata in the presence of

1.

(OWNER)

2.

SIGNED AND DELIVERED by the
promoter at Kolkata in the presence of

1.

(PROMOTER)

SIGNED AND DELIVERED by the
PURCHASERS at Kolkata in the presence of

1.

(PURCHASER)

Drafted & Typed at my office:-

Receipt and Memo of Consideration

The Promoter/Owner confirms having received from the Purchasers/Allottee a sum of Rs./- (Rupees Only) towards Consideration amount plus Service Tax and Appurtenances in the following manner:

Sl. No.	Cheque/ RTGS/Cash	Date	Bank	Amount (Rs.)
-----	-----	-----	-----	-----

Consideration Amount

Witnesses:

1.

Promoter

Dated day of , 2021

Between

M/S. MUNANI CONSTRUCTION

.... Promoter/Owners

And

...Purchaser/Allottee

Conveyance

Apartment/Unit No.

..... Floor

Premises at: _____