

**Conveyance**

This Agreement for Sale (**Agreement**) executed on this  
(Month), 2021

(Date) day of

### By and Between

(1) Smt. Sulagna Basu (Permanent Account Number \_\_\_\_\_)  
(Aadhaar no. \_\_\_\_\_) son/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by Occupation  
\_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Post Office \_\_\_\_\_,  
Police Station \_\_\_\_\_, Kolkata – 700 \_\_\_\_ (PAN \_\_\_\_\_) (2) Smt.  
Moumita Basu (Aadhaar no. \_\_\_\_\_) son/wife of \_\_\_\_\_, by religion \_\_\_\_\_,  
by Occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Post  
Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata – 700 \_\_\_\_ and hereinafter  
collectively referred to as the “**Owners**” (which expression shall unless repugnant to  
the context or meaning thereof be deemed to mean and include their respective heirs,  
executors, administrators, successors, legal representatives and permitted assigns) of  
the **First Part**

AND

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\_\_\_\_\_ hereinafter referred to  
as the “**Promoter**” (which expression shall, unless excluded by or repugnant to the  
subject or context, be deemed to mean and include the said partnership firm, all its  
partners from time to time and their respective heirs, successors, executors,  
administrators, legal representatives and assigns) of the Second Part

The term “**Sellers**” shall mean jointly the Owners and the Promoter and where the  
context so permits it shall refer to only such of them as is concerned with the relevant  
matter/issue. The term “**Promoter/Owners**” and/or the term “**concerned Seller**” shall  
mean and refer to the Promoter in respect of the Flat Units comprised in the  
Promoter’s Area and shall mean and refer to the Owner in case of the Flat Units  
comprised in the Owner’s Area.

AND

(1) \_\_\_\_\_ (Permanent Account Number \_\_\_\_\_)  
(Aadhaar no. \_\_\_\_\_) son/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by Occupation  
\_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Post Office \_\_\_\_\_,  
Police Station \_\_\_\_\_, Kolkata – 700 \_\_\_\_ (PAN \_\_\_\_\_) (2)  
\_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son/wife of \_\_\_\_\_, by religion  
\_\_\_\_\_, by Occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_,  
Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata – 700 \_\_\_\_ (PAN  
\_\_\_\_\_) hereinafter jointly called the “**Allottees**” (which expression shall  
unless repugnant to the context or meaning thereof be deemed to mean and include  
their respective heirs, executors, administrators, successors, legal representatives and  
permitted assigns) of the Third Part

The Sellers and Allottees shall hereinafter collectively be referred to as the “**Parties**”  
and individually as a “**Party**”.

**4. Definitions:**

The following terms and expressions shall in this Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

4.1 **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule F** paid by the Allottees for acquiring the said Flat Unit;

4.2 **“Agreement”** shall mean the Agreement for Sale dated \_\_\_\_\_ entered into between the Parties which includes the general terms and conditions of allotment of the said Flat Unit for purchase by the Allottees;

4.3 **“Flat”** shall mean any residential flat and/or any other covered space together with an Exclusive Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and/or enjoyed;

4.4 **“Flat Unit”** shall mean any Flat and/or other covered space (including the Exclusive Open Terrace, if any, appurtenant thereto) in the Buildings which is capable of being exclusively owned, used and enjoyed by any Flat Owner, the right, if any, to park medium-sized car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;

4.5 **“Architects”** shall mean \_\_\_\_\_ wh  
o have been appointed as the architects for the Buildings by the Promoter;

4.6 **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Sellers and the representatives of the Unit Owners and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

4.7 **“Buildings”** shall mean the \_\_\_\_\_ (\_\_\_\_\_) buildings and other constructions constructed on the said Property by the Promoter pursuant to the Development Agreement and in terms of the Plans and which are meant for residential purpose and use and shall also mean such further buildings, constructions and structures that may be constructed on the said Property by the Promoter from time to time wherever the context so permits;

4.8 **“Built-Up Area”** in relation to an Flat shall mean the plinth area of that Flat (including the area of balconies, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the

thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Flats Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Flat;

- 4.9 “**Carpet Area**” shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.10 “**Common Areas**” shall mean the common areas, facilities and installations in the Buildings and the said Property mentioned in Schedule C hereto which shall be used and enjoyed in common by all the Unit Owners
- 4.11 “**Common Expenses**” shall include all costs and expenses for the management, maintenance and upkeep of the Buildings, the Common Areas there in and the said Property and the expenses for Common Purposes as mentioned in Part IV of Schedule E;
- 4.12 “**Common Purposes**” shall include the purpose of maintaining and managing the said Property, the Buildings and in particular the Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- 4.13 “**Common Roof Area**” shall mean the demarcated portion of the ultimate roof over Block \_\_\_\_\_ measuring about \_\_\_\_\_ square feet which only shall form part of the Common Areas;
- 4.14 “**Date of Possession**” shall mean the date on which the Allottees were handed over possession of the said Flat;
- 4.15 “**Development Agreement**” shall mean the Agreement dated \_\_\_\_\_, made between the Owners and the Promoter relating to development of the said Property and shall include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents (including Powers of Attorney)executed pursuant thereto between the Owners and the Promoter;
- 4.16 “**Exclusive Open Terrace/s**” shall mean the open terrace(s) attached and/or appurtenant to only certain Flats in the Buildings, each open terrace having access from a certain Flat only and meant to be owned, used and enjoyed exclusively by the owner of such Flat;
- 4.17 “**Maintenance Agency**” shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;

- 4.18 “**Maintenance Charges**” shall mean the proportionate amount of Common Expenses payable monthly by the Allottees to the Maintenance Agency;
- 4.19 “**Municipality**” shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- 4.20 “**Owner’s Allocation**” shall mean - (1) \_\_\_\_\_ and the covered and open spaces for parking of medium \_\_\_\_\_ sized cars under and around the said building, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the said Property with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property attributable to the same;
- 4.21 “**Private Roof Areas**” shall mean collectively the Promoter’s Private Roof Area
- 4.22 “**Private Roof Area Rights**” shall mean the exclusive right and entitlement of use and enjoyment of the Promoter’s Private Roof Area by the Promoter in any manner whatsoever including beautifying and landscaping the same, making private roof gardens, installing water fountains and other water related equipment, making erections and constructions, giving the same on hire, etc. and the Private Roof Area Rights in respect of the Promoter’s Private Roof Area shall be exclusively transferable by the Promoter;
- 4.23 “**Parking Spaces**” shall mean the spaces in the basement and ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings for parking medium sized cars;
- 4.24 “**Plan/Plans**” shall mean the plans of the Buildings as sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
- 4.25 “**said Property**” shall mean **ALL THAT** All That Piece And Parcel of land admeasuring an area of 10 (ten) cottahs more or less equivalent to 16.52 decimals together with structure standing thereon, situated at Premises No. 8/3, Kashi Ghosh Lane, Police Station- Burtolla, Post Office- Beadon Street, Ward No.26, being Assessee no.11-026-19-0014-2 within the limits of the KMC, under Jurisdiction of Registrar Of Assurances, Kolkata-700006, in the state of West Bengal and morefully described in

Schedule B hereto and shall also include, wherever the context permits, the Buildings constructed thereon;

- 4.26 **“Project”** shall mean the work of development of the said Property, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- 4.27 **“Promoter’s Allocation”** shall mean \_\_\_\_\_ and the covered and open spaces for parking of medium-sized cars under and around the said \_\_\_\_\_ (\_\_\_\_\_) Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the said Property with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property attributable to the same;
- 4.28 **“Promoter’s Private Roof Area”** shall mean the demarcated balance portion of the ultimate roof area over the Block forming part of the Promoter’s Allocation excluding only the Common Roof Area comprised in the Promoter’s Allocation in respect of which only the Promoter and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- 4.29 **“Proportionate”** with all its cognate variations shall mean such ratio, the carpet Area of the said Flat bears to the total carpet area of all the Units in the Project;
- 4.30 **“Said Flat”** shall mean the Flat together with Exclusive Open Terrace, if any, described in Schedule G hereto;
- 4.31 **“Said Flat Unit”** shall mean the said Flat, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.32 **“Said Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Flat described in Part-II of Schedule G hereto;
- 4.33 **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the said Property which is attributable to the said Flat;
- 4.34 **“Super Built-Up Area”** of the said Flat Unit shall mean the area of the said Flat Unit including the areas comprised in the said Flat and the proportionate

share in the Common Areas and such area shall be applicable for the purpose of calculation of the liabilities of the Allottees including for municipal taxes, maintenance charges, deposits, etc.;

- 4.35 “**Undivided Share**” in relation to a Flat shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Property which is attributable to the concerned Flat;
- 4.36 “**Unit**” shall according to the context mean a Flat Unit;
- 4.37 “**Unit Owners**” shall, according to the context, mean all allottees and/or intending allottees of different Units in the Buildings including the Promoter/Owners in respect of such Units as are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owners;
- 4.38 “**Masculine Gender**” including the pronouns referring thereto shall include the feminine and neuter gender and vice versa;
- 4.39 “**Singular Number**” shall include the plural number and vice versa.

**5. Subject Matter of Sale:**

Sale on ownership basis of the said Flat Unit (described in **Schedule-G**) at said Property Premises No. 8/3, Kashi Ghosh Lane, Police Station- Burtolla, Post Office- Beadon Street, Ward No.26, being Assessee no.11-026-19-0014-2 within the limits of the KMC, under Jurisdiction of Registrar Of Assurances, Kolkata-700006, described in **Schedule- B** (said Property) subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause nos. 7.1, Clause 7.3 and **Schedule-E**.

**6. Background:**

- 6.1 The details of the title in respect of the Premises in favour of the Owners are mentioned in **Schedule-A** (Title)
- 6.2 The Owners have entered into the Development Agreement with the Promoter authorising and empowering the Promoter to develop the said Property by constructing the Buildings thereon and selling the Flats Units therein in to prospective buyers/allottees on the terms and conditions contained therein.
- 6.3 Under the Development Agreement, the Owners are absolutely and exclusively entitled to the Owners’ Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same and the Promoter is absolutely and exclusively entitled to the Promoter’s Allocation with

exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same.

- 6.4 The Promoter has got the Plans sanctioned by the Municipality and has constructed and completed the Buildings at the said Property and pursuant to the same Occupancy/Completion Certificate dated \_\_\_\_\_ has been issued by the Municipality. The Sellers have registered the Project under the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 6.5 By and under the Agreement, the Sellers agreed to sell, convey and transfer and the Allottees agreed to purchase the said Flat Unit on the terms and conditions contained therein.
- 6.6 The said Flat Unit is comprised in the \_\_\_\_\_ Area and accordingly the entire consideration for the same is receivable by the \_\_\_\_\_. By and under the Agreement, it was agreed that the said Flat Unit would be sold, conveyed and transferred by the Sellers at and for the consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement the area of the said Flat was mentioned as Carpet Area of \_\_\_\_\_ square feet and Built-up area of \_\_\_\_\_ square feet and corresponding Super Built-up area of \_\_\_\_\_ square feet was mutually agreed and accepted by the Vendors and the Allottees. Upon construction, the said Flat contains Carpet Area of \_\_\_\_\_ square feet and Built-up area of \_\_\_\_\_ square feet corresponding to Super Built-up area of \_\_\_\_\_ square feet that has been mutually agreed and accepted by the parties. Accordingly, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) due to the increase in Carpet Area and the Built-up area. Accordingly, the said Flat Unit is more fully and particularly mentioned and described in Schedule G hereto with the aforesaid change of final increased measurement.
- 6.7 The Allottees confirm that after being independently satisfied about the ownership and title of the Owners in respect of the said Property and the documents relating thereto, the right, title, interest and entitlement of the Owners and the Promoter as the developer in respect of the said Property, the Plans sanctioned by the Municipality and the necessary approvals and permissions and the actual constructions (including the quality and specifications thereof, the Carpet, Built-up and Super Built-up Areas of the said Flat Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the said Flat), the Purchaser has taken possession of the said Flat Unit. The Allottees undertake and covenant not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waive their right, if any, to do



so. The Purchaser declares and confirm that the construction of the Buildings including the said Flat Unit and the Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, incompleteness has been and/or is deemed to be condoned and that the Sellers have complied with all their obligations and that the Allottees have no complaint or claim whatsoever against the Sellers or any of them on any account whatsoever and the Allottees also waive their right, if any, in this regard.

**7. Now this Indenture witnesses:**

7.1 **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

7.1.1 In consideration of the Allottees having paid the Agreed Consideration mentioned in **Schedule-F**, the Sellers do hereby sell convey and/or transfer to the Allottees the following:

- (a) The Flat described in **Part-I of Schedule-G** (said Flat).
- (b) Right to park medium sized car(s) in the said Parking Space described in Part-II of **Schedule-G** (said Parking Space).
- (c) Proportionate, variable, undivided, indivisible and impartible share in the Common Areas described in Schedule-C hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Buildings in respect of the same.
- (d) Said Undivided Share.

7.1.2 The term 'the said Flat Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1.1 hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

7.1.3 Any of the following is not intended to and shall not be transferred in favour of the Allottees and the Allottees shall have no right, title, interest, claim or entitlement whatsoever or howsoever in respect thereof:

- a) Open and covered spaces in the Buildings and the Premises not included in the Common Areas mentioned in Schedule C hereto;
- b) Other Flats, Flat Units, other constructed spaces and Parking Spaces in the Buildings and/or the said Property;
- c) Exclusive Open Terrace attached and/or appurtenant to other Units;

- d) Right of further construction on any part of the land comprised in the said Property or raising of any additional floor/storey/construction over the roofs of the Buildings including both the Private Roof Area and the Common Roof Area;
- e) Private Roof Area along with Private Roof Area Rights in respect of the same which shall belong exclusively to the Promoter; and

7.1.4 In respect of the Flats, Flat Units, other constructed spaces, Parking Spaces and the properties and rights which are not intended to be transferred to the Allottees as aforesaid, the Owners and the Promoter shall be entitled to use, utilise, enjoy, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions as may be thought fit and proper by the Owners and the Promoter in their absolute discretion, without any reference to the Allottees. The Allottees hereby consent to the same and undertake and covenant not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottees have irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right title interest in the other Flats, Flat Units, other constructed spaces and Parking Spaces at the said Property and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaim, relinquish release and/or waive in favour of the Owners and/or the Promoter and/or the other Unit Owners, as the case may be, all right, title, interest, entitlement or claim that the Allottees may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the said Property excepting those which are being expressly transferred in favour of the Purchaser by this Deed of Conveyance.

7.1.5 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Sellers are retaining rights in the said Property and the Buildings and accordingly the Sellers and/or their transferees shall continue to be entitled to use and utilise the Common Areas mentioned in Schedule- C hereto.

7.1.6 The proportionate share of the Allottees in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Allottees agree, undertake and covenant to accept the same notwithstanding there being minor variations.

7.1.7 The right of the Allottees regarding the undivided share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottees hereby irrevocably consent to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be

raised regarding the same by the Allottees and the Allottees shall not be entitled to and covenant not to demand any refund out of the Agreed Consideration/Total Price paid by the Allottees on the ground of or by reason of any variation of the undivided share.

- 7.1.8 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including the Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 7.1.9 The Promoter may permit and/or grant rights to outsider/third parties against payment of consideration/charges to the Owners and the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and no one including the Unit Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outsider/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.
- 7.1.10 The Allottees confirm that they have agreed to purchase the said Flat Unit with full knowledge that they would have no right, title, interest, claim or entitlement in respect of the Private Roof Area in respect of which only the Promoter shall have Private Roof Area Rights and the same shall be transferable by the Promoter independently to any other Unit Owner of the Buildings. The Allottees hereby disclaim, relinquish, release and/or waive any right, title, interest, entitlement or claim that the Allottees may be entitled to, both in law or in equity, in favour of the Owners, Promoter, and/or their respective transferees of the Private Roof Area.
- 7.1.11 The Allottees shall use and enjoy the said Flat Unit in the manner not inconsistent with their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Sellers.
- 7.1.12 Only the Common Roof Area shall be meant for common use and form part of Common Area. The Common Roof Area includes the areas of the staircase, lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof

Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room, water tank and staircase.

- 7.1.13 The Allottees have irrevocably consented and/or hereby irrevocably consent that the Promoter shall be entitled to make in future vertical and horizontal exploitation of the Buildings and/or the said Property by way of additional/further construction in the said Property including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the said Property and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owners and the Promoter are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs as also the Private Roof Area to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Allottees shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottees because of the same. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottees results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Unit or portion of the Project, then in that event the Allottees shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Owners and the Promoter shall, if required, be entitled to obtain necessary permission/sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owners and the Promoter have an irrevocable sole right in respect of the same and the Allottees have irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration /Total Price and that the total number of Common Areas mentioned in Schedule 'C' shall not be reduced to the detriment of the Allottees.

- 7.1.14 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- 7.1.15 Non-enforcement of any right by the Sellers or any indulgence granted by the Sellers to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Sellers.
- 7.1.16 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the said Property, the Buildings and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Purchaser) the same shall be borne and paid by the Allottees, wholly in respect of the said Flat Unit and proportionately in respect of the said Property and the Buildings, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottees shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Allottees and the Promoter and/or the Owners shall be entitled to recover the same from the Allottees.
- 7.1.17 In respect of any of the rights or obligations of the Sellers or any of them as against or towards the Allottees, it shall be sufficient if any one or all of the Sellers take any steps and/or issue notices regarding the same and it shall not be necessary for all the Sellers to take any step jointly. It shall however be necessary for the Allottees to give notice and deal with each of the Sellers here in individually and separately.
- 7.1.18 The Allottees shall be entitled To Have And To Hold the said Flat Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottees absolutely and forever in the manner not in consistent with their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Sellers.
- 7.1.19 The sale of the said Flat Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E hereto, which shall be covenants running with the said Flat Unit in perpetuity.

7.2 Covenants of the Sellers:

7.2.1 The Owners hereby covenant with the Allottees that they:

- (a) have the right to sell, transfer and convey the said Flat Unit to the Allottees free from all encumbrances created by the Owners;
- (b) shall, at the costs and requests of the Allottees, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Flat Unit to unto and in favour of the Allottees.

7.2.2 The Owner hereby covenants with the Purchaser that the Owner shall keep the Allottees well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Owners in respect of the said Flat Unit.

7.2.3 The Promoter hereby covenants with the Allottees that the Promoter is entitled to transfer its rights in respect of the said Flat Unit and shall keep the Allottees well and sufficiently saved, harmless and indemnified of from and against any encumbrance that may have been created by the Promoter in respect of the said Flat Unit.

7.2.4 The \_\_\_\_\_ hereby further covenants with the Purchaser that the \_\_\_\_\_ has received the Agreed Consideration mentioned in Schedule-F and acknowledges the receipt thereof in the Memo of Consideration hereunder.

7.2.5 The Sellers hereby further covenant that the Allottees shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule E, peaceably own, hold and enjoy the said Flat Unit.

7.3 Covenants of the Allottees:

7.3.1 The Allottees agree, undertake and covenant to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in Clause 7.1, Clause 7.3 and Schedule-E;
- (b) pay wholly in respect of the said Flat Unit and proportionately in respect of the said Property and the Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Municipal taxes, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law

relating to the construction, transfer, ownership and/or maintenance of the said Flat Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Sellers shall not be liable for the same under any circumstance;

- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Flat Unit and ensure that those to the other Flat Units are not adversely affected by any acts or defaults of the Allottees;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any other Flat Unit or portion of the Buildings. In default, the Allottees shall be responsible and liable for all losses and damages which the Sellers may suffer in this regard;
- (e) not raise any objection or make any claim against the Sellers regarding the construction and/or the completion of the Buildings and/or the said Flat Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Flat Unit and/or regarding any of the matters/items mentioned in Clause 6.7 hereinbefore;
- (f) not question the quantum or apportionment of the Common Expenses mentioned in Part-IV of Schedule- E hereto (Common Expenses) or the basis thereof or any other matter;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in Schedule-C) by the Sellers/Unit Owners/ tenants/ occupants of other Flat Units;
- (h) not claim any right over and/or in respect of the roofs of the Buildings other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;
- (i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the 15 Vendors or any of them including under Clauses 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.13, 7.1.14 and 7.1.17;
- (j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D;
- (k) apply for mutation to the Authorities within 30 days from the date of this Deed and take all necessary steps and get the said Flat Unit mutated in

their names and/or separately assessed by the Authorities at their own costs within 6 (six) months thereafter and the Sellers have already provided the Allottees with a copy of the Occupancy/Completion Certificate for such purpose;

- (l) pay all amounts and deposits that are payable by the Allottees under the Agreement and this Deed of Conveyance and/or which are the liability of the Allottees under the Agreement and this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance; and
- (m) pay all future betterment/development charges etc. relating to the said Flat Unit and/or the said Property.

7.3.2 The Allottees agree covenant and undertake to make payment of all their dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottees in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser shall pay the Municipal taxes in respect of the said Flat Unit from the date of issue of the Occupancy/Completion Certificate. All other liabilities payable by the Allottees under this Deed or otherwise in respect of the said Flat Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Allottees with effect from the date of issue of the Completion Certificate.

7.4 Completion of Construction and Possession:

7.4.1 The Occupancy/Completion Certificate has been issued by the Municipality and the Sellers have on or before the execution of this Deed handed over to the Allottees, physical possession of the said Allottees Unit. The Allottees have taken possession of the said Flat after inspection and fully satisfying themselves in all respects with the Plans sanctioned by the Municipality, construction of the Buildings, the Common Areas and the said Flat (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the said Flat, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirm that they have no claim of whatsoever nature against the Sellers or any of them on any account whatsoever. The Allottees agree, undertake and covenant not to make any claim or raise any dispute whatsoever against the Sellers or any of them under any circumstances whatsoever.

7.4.2 The Allottees are entitled to use and occupy the said Flat Unit for residential purpose and for no other purpose.



- 7.4.3 On and from the Date of Possession the Allottees are responsible for the internal security of the said Flat Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Sellers shall not have any responsibility or liability whatsoever in this regard.

### Schedule A

#### (Title)

1. Premises No. 8/3, Kassey Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 together with the land admeasuring an area of 5 (Five) Cottahs more or less and another property was owned and possessed by **Atul Chander Ghosh, Abinash Chander Ghosh and Anil Chander Ghosh** all are the sons of Late Girish Chander Ghosh members of Hindu family who jointly worship in food and estate.
2. By a registered Deed of Conveyance dated 18<sup>th</sup> January, 1901 said **Atul Chander Ghosh** sold, transferred and conveyed his said 1/3<sup>rd</sup> (one-third) share in Premises No. 8/3 Kassey Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 admeasuring an area of 5 (Five) Cottahs more or less and another property unto and in favour of said **Abinash Chander Ghosh** which was duly registered in the office of the Sub-Registrar Calcutta, and recorded in Book No. I, Volume No. 11, Pages from 36 to 45, being Deed No. 104 for the year 1901.
3. Therefore said **Abinash Chander Ghosh** became the owner of the 2/3<sup>rd</sup> portion of the property at Premises No. 8/3, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. XXV, Holding No. 320 together with the land admeasuring an area of 5 (Five) Cottahs along with **Anil Chander Ghosh** who was the owner of the remaining 1/3<sup>rd</sup> portion of the said property. Thus **Abinash Chander Ghosh** and **Anil Chander Ghosh** became the owner of the abovementioned land in the following manner:

Property Location	Name Owner	Share owned in the property	Area Owned
Premises No. 8/3, Kashi Ghose Lane	Abinash Chander r Ghosh	2/3 <sup>rd</sup>	3.33 Cottahs
	Anil Chander	1/3 <sup>rd</sup>	1.67 ottahs

	Ghosh	
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4. **1) Chundy Dass Ghose, 2) Chandy Prosad Ghose and 3) Nava Krishna Ghose** were the owners of All That two storied messuage or dwelling house being Premises No. 8/1, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. 25, Holding No.320 together with 5 (Five) Cottahs land.
5. By a Deed of Conveyance dated 29<sup>th</sup> June 1904 said **1) Chundy Dass Ghose, 2) Chandy Prosad Ghose and 3) Nava Krishna Ghose** sold, transferred and conveyed All That two storied messuage or dwelling house at Premises No. 8/1, Kasy Ghose's Lane (Presently known as Kashi Ghose's Lane) in the town of Calcutta, Block No. 25, Holding No.320 together with 5 (Five) Cottah more or less land, to said **Abinash Chander Ghosh** which was duly registered with the office of the Sub-Registrar Calcutta, and recorded in Book No. I, Volume No. 21, Pages from 186 to 195 being Deed No. 1116 for the year 1904.
6. Thereafter **Abinash Chander Ghosh** became the owner of the Property at 8/1, Kasy Ghose's Lane and 8/3, Kasy Ghose's Lane in the following manner:

Property Location	Name Owner	Area Owned
Premises No. 8/1, Kashi Ghose Lane	Abinash Chander Ghosh	5 Cottahs
Premises No. 8/3, Kashi Ghose Lane		3.33 Cottahs

7. That while possessing and enjoying his share of the aforesaid property said **Anil Chander Ghosh** died bachelor and intestate leaving behind him, his two brothers namely **Atul Chander Ghosh** and **Abinash Chander Ghosh** among whom his 1/3<sup>rd</sup> share of the property was shared equally. Thus, **Atul Chander Ghosh** and **Abinash Chander Ghosh** became the owner of the abovementioned land in the following manner, as per the Legal Heirship declaration of Smt. Moumita Basu and Smt. Sulagna Basu dated 26<sup>th</sup> February, 2020 and 25<sup>th</sup> February, 2020 respectively :

Sl. No.	Property Location	Area	Atul Chander Ghosh Share	Abinash Chander Ghosh Share
1.	Premises No. 8/3, Kashi Ghose Lane	1.67 Cottahs	0.835 Cottahs	0.835 ttahs

8. Thereafter by virtue of the aforesaid inheritance and purchase said Abinash Chandra Ghosh and Atul Chander Ghosh became the owner of the aforesaid properties in the manner as stated herein below:

<b>Property Location</b>	<b>Name Owner</b>	<b>Area Owned</b>
Premises No. 8/1, Kashi Ghose Lane	Abinash Chander Ghosh	5 Cottahs
Premises No. 8/3, Kashi Ghose Lane		4.17 Cottahs
Premises No. 8/3, Kashi Ghose Lane	Atul Chander Ghosh	0.835 Cottahs

9. While possessing and enjoying his aforesaid property **Abinash Chander Ghosh**, died intestate leaving behind his son namely **Hiran Kumar Ghosh** and subsequently said **Hiran Kumar Ghosh** died intestate on 27.11.1963 leaving behind him, his wife namely **Smt. Hemnalini Dasi**, son namely **Ajit Kumar Ghosh** and daughter namely **Amla Chowdhury** as his legal heirs who inherited the said property left by said Hiran Kumar Ghosh.
10. While possessing and enjoying her share in the aforesaid property said **Smt. Hemnalini Dasi** died intestate on 20.01.1975 leaving behind her son **Ajit Kumar Ghosh** and daughter **Amala Chowdhury** as her legal heirs who inherited the said property left by said Hemnalini Dasi.
11. By a registered Deed of Partition dated 13<sup>th</sup> October, 1976 said **Ajit Kumar Ghosh** and **Amala Chowdhury** partitioned the aforesaid property along with several other properties which they inherited from their parents, which was duly registered in the office of the registrar of Assurance, Kolkata and recorded in Book No. I, Volume No. 170 Pages from 155 to 164 bearing Deed No. 3991 for the year 1976. Thereafter by virtue of the above mentioned Partitioned Deed being Deed No 3991 for the year 1976 said **Ajit Kumar Ghosh** became the absolute owner of the property lying and situated at Premises No. 8/3, Kashi Ghosh Lane and Premises No. 8/1, Kashi Ghosh Lane, Kolkata-700006.
12. Thereafter by virtue of the above mentioned Partitioned Deed being Deed No 3991 for the year 1976 said **Ajit Kumar Ghosh** became the absolute owner of the property lying and situated at Premises No. 8/3, Kashi Ghosh Lane and Premises No. 8/1, Kashi Ghosh Lane, Kolkata-700006.
13. While possessing and enjoying his share, **Ajit Kumar Ghosh** while possessing and enjoying the said property died intestate on 21.07.1985 leaving behind his wife **Anima Ghosh**, son **Sarit Kumar Ghosh** and daughter **Swati Dutta** as his legal heirs who inherited the said property left by said Ajit Kumar Ghosh.
14. While possessing and enjoying her share of the aforesaid property said **Swati Dutta** died intestate on 04.12.1990 leaving behind her husband **Tusar Ranjan Dutta** and her daughter Smt. **Moumita Basu** who being the sole legal heir of said **Swati Dutta** inherited her share of property.

15. While possessing and enjoying the aforesaid property said **Anima Ghosh** died intestate on 6<sup>th</sup> April, 1999 leaving behind her son **Sarit Kumar Ghosh** as her sole legal heirs and the share of her deceased daughter namely **Swati Dutta** was inherited by her granddaughter **Moumita Ghosh**, who inherited the said property left by said Anima Ghosh.
16. While possessing and enjoying the aforesaid property said **Sarit Kumar Ghosh** and his wife ---- **Supriya Ghosh** died intestate on 03.03.2011 & 01.05.1992 leaving behind their only daughter **Smt. Sulagna Basu** as their sole legal heir.

<b>Property Location</b>	<b>Name Owner</b>	<b>Share owned in the property</b>	<b>Area Owned</b>
Premises Nos. 8/1, Kashi Ghose Lane and 8/3, Kashi Ghose Lane	Sulagna Ghosh	1/2	4.575 Chottahs
	Moumita Ghosh	1/2	4.575 Chottahs

17. While possessing and enjoying the aforesaid property said **Smt. Sulagna Basu** and **Smt. Moumita Basu** mutated their names in the record of Kolkata Municipal Corporation in respect of Premises No. 8/3, Kashi Ghosh Lane under Assessee No.110261900142.
18. By a registered General Power of Attorney executed on 21<sup>st</sup> September 2011 and registered on 26<sup>th</sup> September, 2011 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** jointly nominated, appointed and constituted **Sri Debabrata Baidya**, son of Late Nemai Charan Baidya as the constituted Attorney holder to act on their behalf with respect to 4 Cottahs, 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at Premises being No. 8/3, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No. 026 being Assessee No.110261900142 which was duly registered in the office of the registrar of Assurance-III, Kolkata and recorded in Book No. IV, Volume No. 8 Pages from 7651 to 7659 bearing Deed No.05663 for the year 2011.
19. By a registered General Power of Attorney executed on 8<sup>th</sup> November 2012 and registered on 20<sup>th</sup> November, 2011 dated said **Smt. Sulagna Basu** and **Smt. Moumita Basu** jointly nominated, appointed and constituted **Sri Debabrata Baidya**, son of Late Nemai Charan Baidya as a constituted Attorney holder to act on their behalf with respect to 4 Cottahs 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at premises being No.8/3, Kashi Ghosh Lane, and 5 Cottahs, 5 Chittacks and 3 Sq.ft more or less together with two storied structure standing thereon property lying and situated at premises being No.8/1, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No 026

being Assessee no.110261900142 which was duly registered in the office of the registrar of Assurance-III, Kolkata and recorded in Book No. IV, Volume No. 10 Pages from 6921 to 6931 bearing Deed No.06763for the year 2012.

20. By a Deed of Boundary Declaration dated 9<sup>th</sup> February, 2013 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney **Sri Debabrata Baidya** declares the boundary of all the piece and parcel of the land admeasuring an area of 4 Cottahs 7 Chittaks and 16 Sq.Ft equivalent to 298.313 Sq. Meter of premises no. 8/3, Kashi Ghosh Lane, P.S-Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 6 Pages from 4391 to 4398 bearing Deed No. 1562 for the year 2013.
21. By a Deed of Gift dated 18<sup>th</sup> March 2013 said **Mr. Debabrata Baidya** constituted attorney of **Smt. Sulagna Basu** and **Smt. Moumita Basu** gifted, transferred and conveyed a portion of land admeasuring an area of 256 Sq.ft corresponding to 23.806 Sq. Meter out of 4 Cottahs 7 Chittaks and 16 Sq. Ft equivalent to 298.313 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S-Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** ,which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 11 Pages from 1202 to 1211 bearing Deed No. 03640 for the year 2013.
22. By a Deed of Gift dated 18<sup>th</sup> March 2013 said **Sri Debabrata Baidya** constituted attorney of **Smt. Sulagna Basu** and **Smt. Moumita Basu** gifted a portion of land admeasuring an area of 521 Sq.ft corresponding to 48.367 Sq. Meter out of 5 Cottahs 5 Chittaks and 3 Sq.Ft equivalent to 355.630 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 11 Pages from 1268 to 1276 bearing Deed No. 03639 for the year 2013.
23. By a Deed of Boundary Declaration dated 18<sup>th</sup> March 2013 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney Sri Debabrata Baidya declares the boundary of all the piece and parcel of the land admeasuring an area of 5 Cottahs 5 Chittaks and 3 Sq.Ft equivalent to 355.630 Sq. Meter equivalent to 298.313 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No.11 Pages from 1277 to 1284 bearing Deed No. 03641 for the year 2013.
24. By a Deed of Boundary Declaration dated 18<sup>th</sup> February 2016 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** through their constituted attorney Sri Debabrata Baidya declares the boundary of all the piece and parcel of the land

admeasuring an area of 9 Cottahs 12 Chittaks and 18 Sq.Ft equivalent to 653.92 Sq. Meter of premises no 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No.1902-2016 Pages from 23091 to 23108 bearing Deed No. 0778 for the year 2016.

25. By a Deed of Gift dated 6<sup>th</sup> June 2017 said **Smt. Sulagna Basu** and **Smt. Moumita Basu** represented by their constituted attorney **Sri Debabrata Baidya** gifted, transferred and conveyed a portion of land admeasuring an area of 5.639 Sq. Meter out of 9 Cottahs 12 Chittaks and 18 Sq.Ft equivalent to 653.92 Sq. Meter of premises no. 8/3, Kashi Ghosh Lane, P.S- Burtolla, Ward No. 26, Kolkata 700006, under Borough IV(K.M.C) to **Kolkata Municipal Corporation** which was duly registered in the office of the registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2017 Pages from 54424 to 54440 bearing Deed No. 01672 for the year 2017.
26. Thereafter, said Smt. Sulagna Basu and Smt. Moumita Basu applied for amalgamation of Premises No. 8/1, Kashi Ghosh Lane and Premises No. 8/3, Kashi Ghosh Lane under Kolkata Municipal corporation and subsequently on 28.10.2015 the said amalgamation being case No. M/026/31-Jul-16 was approved by DAC –North and after amalgamation the said premises was renumbered as Premises No. 8/3, Kashi Ghosh Lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of Kolkata Municipal Corporation; Under jurisdiction of registrar of assurances, Kolkata-700006, in the State of West Bengal; India
27. While possessing and enjoying the aforesaid property on 28<sup>th</sup> August 2018 said Smt. Sulagna Basu and Smt. Moumita Basu through their constituted attorney **Mr. Debabrata Baidya** applied for the sanction plan for an area of 09 Cottah 12 Chittack 18 Sq. ft. before the Kolkata Municipal Corporation for constructing a G+4-storied building on the aforesaid property and subsequently the same was approved being building Permit No .2018040014 and the same is valid till 27<sup>th</sup> August 2023.
28. The owners had a desire for developing the said property and constructing a G+4-storied building, therefore a Development Agreement dated 16<sup>th</sup> January, 2019 was executed by and between **Smt. Sulagna Basu, Smt. Moumita Basu** and **M/S Fine Construction** duly represented by its partner namely **Mr. Shahnawaz Alam** for developing all the piece or parcel of land admeasuring an area of 9 (Nine) Cottahas 15 (Fifteen) Chittacks and 34 (Thirty Four) Sq.ft more or less equivalent to 16.47 decimal together with a two storied structure standing thereon, situated at premises No. 8/3, Kashi Ghosh lane, Police station- Burtolla, Post Office- Beadon Street, ward no.26; being Assesses No.11-026-19-0014-2 within the limit of Kolkata Municipal Corporation; Under jurisdiction of registrar of assurances, Kolkata-700006, in the State of West Bengal; India, which was registered in the office of the Additional

Registrar of Assurances –II , Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 5904 to 5950 bearing Deed No. 0127 for the year 2019.

29. By a registered Deed of Revocation of General Power of Attorney executed on 16<sup>th</sup> January, 2019 and subsequently registered on 29<sup>th</sup> January, 2019 said **Smt. Sulagna Basu, Smt. Moumita Basu** canceled all the powers and authorities given **Mr. Debabrata Baidya** which was delegated to him by the above named executants by a General Power of Attorney dated 20<sup>th</sup> November 2012 being Deed No. 06763 for the year 2012, which was registered in the office of the Additional Registrar of Assurances –II , and recorded in Book No. IV, Volume No. 1903-2019, Pages from 21339 to 21357 bearing Deed No. 0366 for the year 2019.
30. By a registered Development Power of Attorney dated 16<sup>th</sup> January, 2019 said **Smt. Sulagna Basu**, wife of Mr. Supratik Basu and **Smt. Moumita Basu** nominated, constituted and appointed **Mr. Shahnawaz Alam** as a constituted Attorney holder to act on their behalf with respect to 4 Cottahs 7 Chittacks and 34 Sq.ft equivalent to 300 Sq.mt. more or less together with two storied structure standing thereon lying and situated at premises being No.8/3, Kashi Ghosh Lane, and 5 Cottahs, 5 Chittacks and 3 Sq.ft more or less together with two storied structure standing thereon property lying and situated at premises being No.8/1, Kashi Ghosh Lane, P.S Burtolla, Kolkata-700006, Ward No 026 being Assessee no.110261900142, which was registered in the office of the Additional Registrar of Assurances –III , and recorded in Book No. IV, Volume No. 1903-2019, Pages from 21358 to 21384 bearing Deed No. 0367 for the year 2019.
31. On 25<sup>th</sup> February 2020 said Sulagana Basu wife of Mr. Supratik Basu declare and affirm herself before the First Class Metropolitan Magistrate Court at Kolkata to be the sole legal Heir of Late Sarit Kumar Basu.
32. On 26<sup>th</sup> February 2020 said Moumita Basu wife of Mr. Niladri Basu declare and affirm herself before the First Class Metropolitan Magistrate Court at Kolkata to be the sole legal Heir of late Swati Dutta.
33. While possessing and enjoying the aforesaid property said Sulagna Basu and Moumita Basu paid property tax before the Kolkata Municipal Corporation.

**Schedule B**  
**(said Property)**

ALL THAT All That Piece And Parcel of land admeasuring an area of 10 (ten) cottahs more or less equivalent to 16.52 decimals together with structure standing thereon, situated at premises no. 8/3, Kashi Ghosh Lane, Police Station- Burtolla, Post Office- Beadon Street, Ward No.26, being Assessee no.11-026-19-0014-2 within the limits of the KMC, under Jurisdiction of

Registrar Of Assurances, Kolkata-700006, in the state of West Bengal, and butted and bounded in the manner following that is to say :-

**On the North** : By \_\_\_\_\_;  
**On the East** : By \_\_\_\_\_;  
**On the South** : By \_\_\_\_\_;  
**and**  
**On the West** : By \_\_\_\_\_.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

**Schedule – C**  
**(Common Areas)**

**Schedule – D**  
**(Easements and Restrictions)**

**Schedule –E**  
**Part - I**  
**(Allottees Covenants and House Rules)**

1. The Allottees have agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Flat for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Flat only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or



injure animals, livestock or birds etc. within the Building and/or the Said Premises or on any portion thereof;

- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Said Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other flats and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Building or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottees undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_\_/- per square feet of the super built up area of the said Flat Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottees;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Flat of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the Electric Supply Agency in the name of the Allottees and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottees an electric sub-meter in or for the said Flat and the Allottees shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts

and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Said Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation)

- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Said Premises proportionately and the said Flat Unit wholly and the same shall initially be payable to the Maintenance Agency;
  - m) pay Municipal and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Said Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the KMC;
  - n) pay for other utilities consumed in or relating to the said Flat Unit;
  - o) allow the other Unit Owners the right to easements and/or quasi-easements;
  - p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
  - q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottees to the Sellers, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottees in terms of this Agreement;
  - r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
  - s) no Bird or animal shall be kept or harboured in the Common Areas of the Said Premises. In no event shall unaccompanied dogs and other pets be permitted inside the lifts or in any of the Common Areas of the Said Premises.
2. the Allottees have agreed and covenanted:
- a) not to damage, demolish or cause to be damaged or demolished the said Flat or any part thereof;

- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottees to put a decent nameplate on the outface of the main door of the said Flat;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus (including Dish TV or DTH or other Antenna) protruding outside the exterior of the said Flat or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Flat or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottees undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_\_-/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottees;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Building or the Said Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Said Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Flat Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Said Premises and in case any deviation, breach, violation or default of this sub-clause the Allottees undertake to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_\_/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottees;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Said Premises and to deposit the same in such place only in the Said Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) not to store in the said Flat Unit or any part of the Said Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Said Premises or any part thereof and/or the Said Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common

Roof Area or in respect of any open land at the Said Premises or in any other open or covered spaces of the Building and the Said Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by them and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottees shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
  
- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion of the Building and/or the Flats therein by the Promoter and/or the transfer, sale or disposal of any Unit or portion of the Building and/or any right therein at any time, whether before or after the Date of Possession and/or delivery of possession of the said Flat Unit to the Allottees, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Flat Unit by the Allottees and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottees;
  
- r) not to object, obstruct or create any hindrance to the Promoter making additional/further constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
  
- s) not to shift or obstruct any windows or lights in the said Flat or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Promoter and/or the Association;
  
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat;
  
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

- v) not hang or cause to be hung clothes from the balconies of the Said Flat;
- w) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottees, if any, mentioned in **Schedule A**;
- x) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottees hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium-sized motor car;
- y) not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the said Flat Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- z) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior written permission from the KMC and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_\_/- per square feet of the super built up area of the said Flat Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter failing which the Promoter shall be entitled to remedy/rectify such deviation, breach, violation or default at the costs of the Allottees;
- aa) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- bb) not to make any claim of any nature whatsoever in respect of the Premises other than the said Flat Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

- cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Said Premises;
- dd) not to make claim of any right of pre-emption or otherwise regarding any of the other flats or any portion of the Building and/or the Said Premises;
- ee) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position, cabling, vents and/or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association;
- ff) not to install any external wires or cables that may be visible outside the said Flat;
- gg) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- hh) not to install any false ceiling in the said Flat without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottees in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- ii) not to subdivide the said Flat Unit and/or the said Parking Space, if allotted, or any portion thereof;
- jj) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Said Premises not forming part of the Common Areas;
- kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terraces in the Building and the Said Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule A**;
- ll) not to claim any right, title, interest or entitlement whatsoever in the Private Roof Area;
- mm) not to interfere in any manner with the Private Roof Area Rights of the Promoter and/or its transferees (along with their guests and visitors) in respect of Private Roof Area including the transfer of such rights and entitlements and/or do anything that may be contrary to Clause 10.6;

- nn) not to carry on or permit to be carried on at the said Flat Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Flat Owners/occupiers of the Said Premises and/or the neighbourhood;
  - oo) not to use the said Flat Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Sellers to any liability under environmental laws or any other laws;
  - pp) not to interfere in any manner with the right, title, interest or entitlement of the Sellers and/or their transferees in respect of other Flat Units;
  - qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and
  - rr) not to change the Project name and its logo under any circumstances whatsoever;
3. The Allottees agree, undertake and covenant not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Project or the Said Premises or concerning the development, construction or completion of the Building and the Said Premises by the Owner and the Promoter including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Flat Unit or any portion of the Building and/or the Said Premises.
  4. The Allottees have agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Flat Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
  5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Said Premises, the Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Allottee) the same shall be borne and paid by the Allottees wholly in respect of the said Flat Unit and proportionately in respect of the Said Premises and the Building,



without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottees shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.

6. The Allottees shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottees and the other Unit Owners (either express or implied) and the Allottees shall be responsible to the Sellers for fulfilment of the Allottees' obligations irrespective of non-compliance by any other Unit Owner.
7. The Allottees shall be responsible for and shall keep the Sellers and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Said Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottees and shall keep the Sellers and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Sellers and the Maintenance Agency as a result of any act, omission or negligence of the Allottees or the servants, agents, licensees, invitees or visitors of the Allottees and/or any breach or non-observance by the Allottees of the Allottees' covenants and/or any of the terms herein contained.
8. The transaction contemplated herein is a single transaction of sale and purchase of the said Flat Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Sellers is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Flat contemplated hereby, the Allottees shall be liable to and have agreed to make payment of the same at or before taking possession of the said Flat Unit or the execution of the Deed of Conveyance, whichever is earlier.
9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

**Part - II**  
**(Maintenance)**

1. The said Property, the Buildings and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Allottees shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Buildings and the said Property, which are not separately charged or assessed or levied on the Unit Owners.
5. The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest @ 1.5% (one point five per cent) per month or part thereof (compoundable quarterly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association (upon formation), as the case may be and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Allottees in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Allottees pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Allottees with effect from the date of issue of the Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Promoter/Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. \_\_\_\_\_/- per square feet of super built-up area per month for the

said Flat for the first one year together with applicable Goods and Service Tax. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottees shall not be entitled to object thereto.

8. The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Allottees and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Allottees after giving 15 (fifteen) days notice in writing.
9. The Allottees shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the said Property and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal taxes.

**Part - III**  
**(Association)**

1. The Promoter, shall take steps for formation of the Association for the maintenance and management of the Common Areas described in Schedule-C, the Buildings and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Sellers shall not be entitled to be recognized by the Sellers and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the said Property. The maintenance of the Buildings and the said Property shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the said Property and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Buildings and the said Property to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
2. All the Unit Owners as also the Allottees herein shall become members of the Association without raising any objection whatsoever and abide by all

the rules, regulations, restrictions and bye- laws as be framed and/or made applicable by the Promoter.

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottees hereby consent to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. The maintenance charges and proportionate Common Expenses shall be paid by the Allottees irrespective of whether or not the Allottees use or are entitled to or is able to use any or all of the Common Areas and any non-user or non requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottees in respect of the said proportionate common expenses and/or maintenance charge.
7. Notwithstanding anything to the contrary contained elsewhere herein, the Allottees and all Unit Owners shall bear and contribute/pay all proportionate costs, charges and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
8. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Sellers and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the said property.
9. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Allottees) may amend and/or modify the rules and

regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Sellers in favour of the Unit Owners.

10. The originals of title deeds relating exclusively to the said Property that are available with the Owners along with related documents and certified copy of Plans of the Buildings shall be handed over by the Owners and the Promoter to the Association within \_\_\_\_ (\_\_\_\_\_) months of handing over of maintenance of the Buildings to the Association.
11. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Unit Owners.
12. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
13. From the date of offering the handing over of maintenance to the Association, the Sellers shall not have any responsibility what so ever regarding the Buildings and the said Property and/or any maintenance, security, safety or operations including relating to fire fighting 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 Buildings, said Property and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottees 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 Unit Owners including 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 Sellers shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Sellers and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.
14. It is expressly agreed and understood by the parties that the Owners have nothing to do with the development and/or providing of Common Areas

and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Owners shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in Clause 13 above.

**Part - IV**  
**(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas of the said Property, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the said Property.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multi-storied Building Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottees.
8. **Staff:** 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.

**Part – V**  
**(Mutation, taxes and impositions)**

1. The Allottees shall apply for within \_\_\_\_\_ days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Flat Unit in their own names without in any way making or keeping the Sellers liable and/or responsible in this regard on any account whatsoever. The Sellers shall fully cooperate with the Allottees in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Sellers or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Allottees. All such amounts shall be paid and/or be payable by the Allottees within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Allottees shall be liable to pay interest on the unpaid amount at the rate of \_\_\_\_ (\_\_\_\_\_) per cent per month.
3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said Property and/or the Buildings (Impositions) shall be proportionately borne by the Allottees.
4. Besides the amount of the Impositions, the Allottees shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit would accrue with effect from the date of the Completion Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottees thereof from the Allottees.

**Schedule-F**  
**[Agreed Consideration]**

Agreed Consideration/Total Price for the transfer of the said Flat Unit as defined in this Deed.

Rs. \_\_\_\_\_ (Rupees only)

**Schedule-G**  
**Part-I**

**“Said Flat”**

**Part-II**  
**“Said Parking Space”**

8. Execution and Delivery:

In Witness Whereof the parties have executed these presents on the day, month and year first above written.



### **Memo of Consideration**

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the Agreed Consideration/Total Price for sale of the said Flat Unit under these presents.

Witnesses: