

**PROFORMA DEED OF CONVEYANCE**

1. **Date:**
2. **Place:** Kolkata
3. **Parties:**

**Contd.....**

**M/S. RMB DEVELOPER & PROJECTS PRIVATE LIMITED (PAN - AACR3347P & CIN - U70101WB2006PTC019062)**, a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at Plot No. - 70, RMB House, Udayan Industrial Estate, 3, Pagladanga Road, Kolkata – 700015, Post Office & Police Station - Tangra, District – South 24 Parganas, represented by one of its Directors namely **SRI PRAN KRISHNA BHAUMIK (PAN - AEAPB7104G)**, son of Late Radhika Mohan Bhaumik, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at AAKASH, 2nd Floor, P-108, Kalindi Housing Scheme, Kolkata – 700089, Post Office & Police Station - Lake Town, District – North 24 Parganas, hereinafter referred to as the **“OWNER/VENDOR”**.

The Owner/Vendor herein is represented by its constituted attorney, named, **SRI RAMKRISHNA DAS (PAN-ADUPD5724B)**, son of Lt. Rakhal Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 637, Rajdanga Main Road, Kolkata - 700107, Post Office - E.K.T.P., Police Station - Kasba, District – South 24 Parganas (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors-in-office, legal representatives and assigns etc.) of the **FIRST PART**.

**AND**

**M/S. KRISHNA HI-TECH BUILDERS PRIVATE LIMITED (PAN - AAGCK3059E & CIN - U45400WB2015PTC208172)**, a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at 637, Rajdanga Main Road, Kolkata - 700107, Post Office – E.K.T.P., Police Station - Kasba, District – South 24 Parganas, represented by one of its Directors namely; **SRI RAMKRISHNA DAS (PAN-ADUPD5724B)**, son of Lt. Rakhal Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 637, Rajdanga Main Road, Kolkata - 700107, Post Office - E.K.T.P., Police Station - Kasba, District – South 24 Parganas, hereinafter referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns etc.) of the **SECOND PART**.

**AND**

**SRI \_\_\_\_\_ (PAN-\_\_\_\_\_)**, son of \_\_\_\_\_, by faith/religion - \_\_\_\_\_, by Occupation - \_\_\_\_\_, by Nationality & Citizenship - Indian, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_,

OR;

**M/S. \_\_\_\_\_ (PAN – \_\_\_\_\_ & CIN – \_\_\_\_\_)**, a Private Limited Company within the meaning of Companies Act, 2013, having its Registered office at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_, represented by one of its Directors namely; **SRI \_\_\_\_\_ (PAN-\_\_\_\_\_)**, son of \_\_\_\_\_, by faith/religion - \_\_\_\_\_, by Occupation - \_\_\_\_\_, by Nationality & Citizenship - Indian, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_, hereinafter referred to as the **“PURCHASER”** (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and his heirs, executors, administrators, successors, legal representatives and assigns etc.

OR

which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors-in-office, legal representatives and assigns etc.) of the **THIRD PART**.

Owner and Developer collectively **Sellers**.

Owner, Developer and Buyer/s are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

4.1 **Said Flat/Unit:** **ALL THAT** piece and parcel of residential Flat No. \_\_\_\_\_, measuring about more or less \_\_\_\_\_ sq.ft of Carpet Area ( \_\_\_\_\_ sq.ft. of super built up area) in Block - \_\_\_\_\_, Type – \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) bed rooms, \_\_\_\_\_ ( \_\_\_\_\_ ) dining -living- drawing, \_\_\_\_\_ ( \_\_\_\_\_ ) kitchen, \_\_\_\_\_ ( \_\_\_\_\_ ) toilet, \_\_\_\_\_ ( \_\_\_\_\_ ) balcony, having Tiles flooring, at the \_\_\_\_\_ floor of the \_\_\_\_\_ storeyed building, being erected on the land described in the **First Schedule** hereinbelow.

4.2. **Said Car Parking Space: 135 sq.ft. of Covered Area.**

4.3. **Said Two wheeler Parking Space: \_\_\_\_\_ sq.ft. of Covered Area.**

4.4. **Shares in Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

4.5. **Land Shares:** Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

**5. Background :**

**5.1. Absolute Ownership:**

1. By virtue of a Deed of Conveyance executed on 17<sup>th</sup> day of March, 2011 **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) Sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689, 690 & 691 under R.S. Khatian No. 231, L.R. Khatian No. 1343 (prior thereto 643) TOGETHERWITH more or less with 500 (five hundred) Sq.ft. of tiled shed structure standing thereon under Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), TOGETHERWITH easements rights attached thereto, was conveyed transferred sold alienated in favour of the **M/S. RMB Developer & Projects Pvt. Ltd.** by the erstwhile owner of the said property, namely, M/S. Basu Infracon Private Limited, a Private Limited Company, incorporated under the Companies Act, 1956, having its

registered office at 220, Dum Dum Park, P.S. – Lake Town, Kolkata – 700055, District – 24 Parganas (North), absolutely and forever.

The said Deed of Conveyance was registered with the Office of the D.S.R – IV, South 24 Parganas and recorded in Book No. I, CD Volume No. 8, Pages from 550 to 584, Being No. 02178 for the year 2011 dated 17.03.2011.

2. After becoming the absolute owner thereof the said **M/S. RMB Developer & Projects Pvt. Ltd.**, being the party of the First Part, mutated its name in the record of the concerned Municipal Authority and obtained **Municipal Holding No. 3112**, against the said property in its name and also mutated its name in the record of the concerned B.L.&L.R.O and obtained **L.R. Khatian No. 1467** and paying taxes and khajnas to the concerned authorities.

### 5.2. Sanction Plan:

The said party of the First Part, being desirous of developing and exploiting commercially the **said Land**, by itself, upon dismantling the then existing structure and decided to set up a **“Residential Project” with all modern facilities and amenities** upon the **'Said Land'**, prepared a **Building Plan** for the said premises and submitted the same to the Rajpur – Sonarpur Municipality for sanction and the Rajpur – Sonarpur Municipality accorded its sanction vide **Plan No. 225/CB/08/24 dated 08.05.2015**.

The said party of the First Part, due to some unavoidable and compelling circumstances, being not in a position to carry out the said development work was in search of a suitable person or body, who can undertake the responsibility in relation to construction and development of the residue part of the project at the **“said Premises”**, at its own arrangement and expenses.

The Owner herein, being well versed about the repute and credentials of the developer herein in the field of development and construction made an approach to the Developer to develop the residue part of the project at the **“said Premises”**, at the Developer’s cost and expenses in accordance with the **building plan vide Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the concerned authority viz. Rajpur – Sonarpur Municipality, for consideration, as contained hereunder

### 5.3. Development Agreement & Development Power and Right of Development:

The Developer herein being satisfied with the offer and approach of the Owner herein, accepted the proposal of the Owner herein, inclusive of consideration hereafter contained and, therefore, the parties of the First part & Second Part herein entered into a **“Development Agreement”** dated 18.01.2019, which was registered with the Office of the A.R.A. – I, Kolkata and recorded in Book No. I, Volume No. 1901-2019, Pages from 30657 to 30719, Being No. 190100441, for the year 2019, (hereinafter referred to as the **“said Development Agreement”**) defining their respective rights, duties and obligations, in respect of carrying out such project at their mutual advantage, at the said Premises, and also executed **“Development Power after registered Agreement”** dated 18.01.2019, which was registered with the Office of the A.R.A. – III, Kolkata and recorded in Book No. IV, Volume No. 1903-2019, Pages from 17796 to 17824, Being No. 190300447, for the year 2019 (hereinafter referred to as the **“said Power of Attorney”**), by virtue of which the Owner herein entrusted to complete the remaining part of construction and development of the project and to do the remaining phase of work in accordance with the **Building Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the concerned authority viz. Rajpur – Sonarpur Municipality, including the amendment or modification thereof and shall include residential building, car parking spaces, unit/shops, underground water tank, tubewell, borewell,

water iron removing plant, drainage & sewerage system, electric connection and any other settlement infrastructure and also to sale residential Flats, units, Shop, Semi - commercial and commercial units, if any, Car Parking Spaces, Two Wheeler Parking Spaces and other spaces and units proposed to be constructed thereon, in terms of the said "**DEVELOPMENT AGREEMENT**" on the "**SAID PREMISES**".

**5.4. HIRA Registration in the name of the Developer :** The Developer has, in accordance with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules framed thereunder, registered the Project with the Housing Industry Regulatory Authority vide No. \_\_\_\_\_.

**5.5. Announcement of Sale :** The Developer has formulated a scheme and announced sale of Units to buyers (**Transferees**).

**5.6. Application and Allotment to Buyer(s) :** The Buyer(s), intending to be the Transferee(s), upon full satisfaction of the Owner's title and the Developer's authority to sell, applied for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer(s), who in due course entered into an Agreement on \_\_\_\_\_ (**Said Agreement**) for purchase of the Said Flat And Appurtenances with the knowledge and consent of the Owner herein, on the terms and conditions contained therein.

**5.7. Construction of Said Complex :** The Developer has completed/is at verge of completion of construction of the Said Complex as per the sanctioned plan.

**5.8 Conveyance to Buyer(s):** In furtherance of the above, the Owner and the Developer are completing the sale of the Said Flat And Appurtenances in favour of the Buyer(s), by these presents, on the terms and conditions contained herein.

**5.9 Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer(s) confirms/confirm that the Buyer(s) has/have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

**Extent of Rights:** The rights of the Buyer(s) is limited to ownership of (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and the Buyer(s) hereby accepts/accept the same and the Buyer(s) shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on any other component or constituent.

It is made clear by the **Developer/Confirming Party** and the **Purchaser/s** agree/s that the "said Flat" alongwith the said Car Parking Space, unless otherwise agreed, togetherwith impartible proportionate right over the land shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent self contained project covering the said land is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity. The project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The **Developer/Confirming Party** agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottee/s / Purchaser/s, for the payment of outgoings.

**5.10. Satisfaction of Buyer(s):** The undertaking of the Buyer(s) to the Owner and the Developer that the Buyer(s) is/are acquainted with, fully aware of and is/are thoroughly satisfied about the title of the Owner, right and entitlement of the Developer in the Said Property, the Sanctioned Plan, all background papers, the right of the Owner and the Developer to grant this Conveyance, the scheme of development described

above and the extent of the rights being granted in favour of the Buyer(s) and the negative covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Buyer(s) hereby accepts/accept the same and shall not raise any objection with regard thereto.

The Buyer(s) has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself/herself/themselves about the same:

- a) The documents relating to title of the Premises;
- b) The Plans prepared for and sanctioned and approved by the Rajpur Sonarpur Municipality and/or other Statutory Authorities, as the case may be;
- c) The Purchaser(s) undertakes/undertake and covenants/ covenant not to raise henceforth any objection or make any requisition regarding the above and also waives/waive his/her/their right, if any, to do so.

**5.11 Undertaking of Buyer(s):** The Buyer(s) further undertakes/undertake that in consideration of the Owner and the Developer conveying the Said Flat And Appurtenances to the Buyer(s), the Buyer(s) has/have accepted the above conditions and has/have granted and shall be deemed to have granted to the Owner, the Developer and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Property/Said Complex.

## 6. Transfer

**6.1. Hereby Made:** The Seller hereby sell, convey and transfer to and unto the Buyer(s), absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in the **Second Schedule** below.

**6.1.1. Said Flat/Unit:** **ALL THAT** piece and parcel of residential Flat No. \_\_\_\_\_, measuring about more or less \_\_\_\_\_ sq.ft of Carpet Area (\_\_\_\_\_ sq.ft. of super built up area) in Block - \_\_\_\_\_, Type - \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_\_ ) bed rooms, \_\_\_\_\_ (\_\_\_\_\_ ) dining -living- drawing, \_\_\_\_\_ (\_\_\_\_\_ ) kitchen, \_\_\_\_\_ (\_\_\_\_\_ ) toilet, \_\_\_\_\_ (\_\_\_\_\_ ) balcony, having Tiles flooring, at the \_\_\_\_\_ floor of the \_\_\_\_\_ storeyed building, being erected on the land described in the **First Schedule** hereinbelow.

**6.1.2. Said Car Parking Space:** \_\_\_\_\_ sq.ft. of Covered Area.

**6.1.3. Shares in Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

**6.1.4. Land Shares:** Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

**6.2. Registration of Deed of Conveyance:** This Deed of Conveyance is registered at the request of the purchaser(s) upon payment of total consideration amount mentioned herein.

**7. Consideration and Payment of Extra Charges:**

7.1 **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Seller in consideration of a sum of **Rs.** \_\_\_\_\_ only paid by the Buyer(s) to the Developer/Confirming Party herein, receipt of which has been admitted and acknowledged in the Memo of Consideration below with the knowledge and consent of the owner herein and the Purchaser/s herein have also paid the "Extra Charges" fixed and agreed under the terms of the said agreement.

**8. Terms of Transfer**

8.1 **Title, Sanctioned Plans and Construction:** The Buyer(s) has/have examined or caused to be examined the following and the Buyer(s) is/are fully satisfied about the same and shall not be entitled to and covenants/covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive/waives the right, if any, to do so:

- (a) The right, title, interest and authority of the Owner and the Developer in respect of the Said Property, the Said Building and the Said Flat And Appurtenances;
- (b) The Sanctioned Plans sanctioned by the Rajpur Sonarpur Municipality;
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat and quality, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer(s) has/have measured the area of the Said Flat and is/are satisfied regarding the same and agrees/agree and covenants/covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:

8.3.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **Fourth Schedule** below, in common with the other co-owners of the Said Complex, including the Owner and the Developer (if the Owner and/or the Developer retains/retain any Unit in the Said Complex).

8.4.6 **Indemnification by Buyer(s):** indemnification by the Buyer(s) about the Buyer(s) faithfully and punctually observing and performing all Covenants, Stipulations and obligations required to be performed by the Buyer(s) hereunder as well as under the Said Agreement. The Buyer(s) agrees/agree to keep indemnified the Owner and the Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Developer and/or their successors-in-interest by reason of any default of the Buyer(s).

**9. Possession**

**9.1 Delivery of Possession:**

The Purchaser of the Third Part herein have paid the said total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only to the Developer of the Second Part herein and the Developer of the Second Part herein have received the same from the Purchaser of the Third Part herein as per **MEMO** below.

*Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Developer to the Buyer(s), which the Buyer(s) admits/admit, acknowledges/acknowledge and accepts/accept.

**10.** In pursuance of the aforesaid, the Developer at the request of the Purchaser is completing the sale of the said Unit by these presents.

**11.** Unless, in this deed, there be something contrary or repugnant to the subject or context.

(1) **"ARCHITECTS / ENGINEERS"** shall mean the architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project at the Project Properties;

(2) **"APPLICABLE LAW(S)"** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and shall also include **West Bengal Housing Industry Regulation Act, 2017 (HIRA) and Rules framed thereunder;**

(3) **"BUILDING PLAN"** shall mean the **Plan No. 225/CB/08/24 dated 08.05.2015**, plan, elevation, design, drawings, specifications of the said building as prepared by the Architect including variations therein, if any, and sanctioned by Rajpur – Sonarpur Municipality including its revision, modification etc.

(4) **"DEVELOPMENT RIGHTS"** shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Project Properties and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- i. enter upon and take possession of the Project Properties for the purpose of development and construction of the Project and to remain in such possession until the completion of the Project as may be permissible under this Agreement;
- ii. retain, appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or any other persons to carry out the development and construction of the Project;
- iii. to apply for and obtain all Sanctions and Permissions including applying for and obtaining any amendment/ modification of the Plan;
- iv. to carry out all the infrastructure and related work/ constructions for the Project, (including leveling of the Project Properties) internal roads, passages, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical



- connections /sub-stations and/or transformer, all other Common Areas and Installations for the total built up area to be constructed on the Project Properties as per the Plan;
- v. execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with sale of unit/s to be constructed on the Project Properties as envisaged herein and appear before the jurisdictional authority towards registration of the documents;
  - vi. Manage the Development Work and/ or to transfer/ assign such right of maintenance to the Management Association or as may be necessary as agreed herein;
  - vii. Apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
  - viii. Generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;
- (5) **“DEVELOPMENT WORK”** shall mean and include the carrying out of the Development Work of the Project Properties by cutting the earth and filling the lands and erecting internal pucca roads and path ways and also providing all the required facilities and amenities including water, drainage/sewerage and electricity and further construction of New Buildings / Towers and other structures as per the Plan sanctioned by the appropriate authority/authorities and further making the Units transferable to the Intending Buyers;
  - (6) **“LAND”** shall mean **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata – 700150**, Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), more fully described in the **First Schedule** hereunder written. The said land is clearly demarcated by the boundary wall.
  - (7) **“BLOCK”** shall mean the row of contiguous buildings or one large building, divided into separate houses, Flats, Shops, Offices, Car Parking Spaces etc..
  - (8) **“BUILDING”** shall mean and include the initially Four (Ground plus three)-storied building being constructed on the said premises mentioned in **First Schedule** hereunder in accordance with the Building Plan sanctioned by the Rajpur-Sonarpur Municipality. It shall deem to mean and include construction of additional floors upon the said building if sanctioned by the said Rajpur-Sonarpur Municipality.
  - (9) **“CO-HOLDERS”** shall accordingly to its context, mean all persons, who have agreed to hold Flat/Units/Shop/Office space room in the said building including the Developer for the Flat/Units/Shop room/ Office space not transferred or agreed to be transferred.
  - (10) **“CARPET AREA”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment
  - (11) **“COVERED AREA”** shall according to its context mean the plinth area of the said Flat/Units/Shop room/Office space or all the Flat/Units /Shop room/Office space in the building including the

bathroom and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT, if any wall be common between the two Flat/Units /Shop room/Office space, then half of the area under such wall shall be included in each such Flat/Units /Shop room/Office space.

- (12) **"BUILT UP AREA"** shall mean the outer perimeter encompassing the Flat plus proportionate stair, lift, Lobby area.
- (13) **"SUPER BUILT AREA"** shall mean 25% in addition to the built up area.
- (14) **"SERVICE INSTALLATIONS"** shall mean power, light, sewers, drain, channels, pipes, gutters, main wires cables, soak ways, over head tank, underground water reservoir and any other apparatus for the supply of water, electricity etc.
- (15) **"TRANSFER"** with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment or any unit from and out of the property.
- (16) **"NEWLY CONSTRUCTED BUILDING"** shall mean and include the Four (Ground plus Three)-storied building being constructed as per Building Plan vide **Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the Rajpur – Sonarpur Municipality, on the said premises mentioned in **First Schedule** hereunder. It shall deem to mean and include construction of additional floors on the said premises if sanctioned by the Rajpur – Sonarpur Municipality.
- (17) **"MANAGEMENT ASSOCIATION"** shall mean the Management Company / Society / Association / Holding Organization nominated by the Developer for the following purposes:
- a. Managing, maintaining, up-keeping and administration of the Complex and in particular the Common Areas and Installations of the Project and the New Buildings / Towers;
  - b. Rendering services for the Common Facilities to all the Owner and/or occupiers of the New Buildings / Towers;
  - c. Collection and disbursement of the Common Expenses;
  - d. Regulating mutual rights, obligations and liabilities of the Owner, the Developer, the Intending Buyers and all other Owner and/or occupiers of the New Buildings / Towers / Complex on such terms and in such manner as may be decided by the Developer.
- (18) **"COMPLEX"** shall mean the Project Properties with the New Buildings /Towers and all other constructions made on the Project Properties in terms of this Agreement.
- (19) **"SALEABLE AREAS"** shall include Units (being flats, apartments, shops and other constructed spaces including commercial and/or semi-commercial spaces), covered parking spaces, open parking spaces, two wheeler parking spaces, terraces attached to Units and other areas at the Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right or other right/privilege at the Complex capable of being commercially exploited or transferred for valuable consideration.
- (20) **"INTENDING BUYERS"** shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.
- (21) **"COMPLETION"** in respect of the Project, shall mean the completion of the planning, design, permitting, grant of approvals, construction and development of the Project and as evidenced by the certificate to be issued by the Architect of the Project certifying that the Units / New Buildings / Towers are constructed in accordance with the sanctioned Plan and the Specifications contained in this Agreement pending issuance of the completion / occupancy certificate by the appropriate statutory authority with respect to the Project;
- (22) **"ENCUMBRANCE" OR "ENCUMBERED"** shall mean any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of

court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership and/or possession of the Project.

- (23) **"SANCTIONS AND PERMISSIONS"** shall mean any approvals, authorizations, permissions, no objection certificates, clearances, permit, sanctions, licenses, etc., in any form whatsoever, obtained now or anytime in future irrespective of its nomenclature required under any Applicable Law from any appropriate authority/authorities, including the permissions from the appropriate authority for the Plan, conversion of land under the State Laws, construction, development, ownership, management, operation, implementation and Completion and disposal of the Project, including any completion / occupancy certificate.
- (24) **"UNIT(S)"** shall mean the self-contained units or bare units, constructed spaces or such other permitted spaces as per Sanctions and Permissions and car parking spaces in the Project to be constructed/developed by the Developer.

**NOW THIS DEED WITNESSETH** as follows:-

In pursuance of the said Agreement for Sale dated \_\_\_\_\_ and in consideration of the sum of \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) already paid by the Purchaser to the Developer from time to time as per Receipt below (the receipt whereof the Developer doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser and the said UNIT measuring a super built up area of \_\_\_\_\_ sq.ft. more or less and one car parking space measuring an are of \_\_\_\_\_ sq.ft. hereby intended to be sold and transferred) the Vendor and the Developer doth hereby grant sell transfer convey assure and assign Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities and the Developer doth hereby grant sell transfer convey assure and assign the constructed portion of the **ALL THAT** piece and parcel of **Flat/Unit No. \_\_\_\_\_ measuring a super built up area of \_\_\_\_\_ sq.ft. more or less situated on the \_\_\_\_\_ of the Block \_\_\_\_ of the Building at the said Premises TOGETHER WITH one covered car parking space** more particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate share into or upon the common areas, installation and facilities provided in the building constructed on the Second Portion unto and in favour of the Purchaser (the Flat/Unit No. \_\_\_\_\_, one covered car parking space and the said undivided proportionate variable share(s) in the land and common areas and installations are hereinafter collectively referred to as **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO**) absolutely and forever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever **TOGETHER WITH** the right to use the common areas and installations in common with the Vendor, the Developer, the Co-Purchasers and the owners and other lawful occupants **TOGETHER WITH** other stipulations and provisions in connection with the beneficial use and enjoyment of **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** **TO HAVE AND TO HOLD THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts

thereof unto and to the use of the Purchaser SUBJECT TO the restrictions and/or Rules regarding the user of the said UNIT (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO more particularly described in the **FIFTH SCHEDULE** hereunder written to the maintenance Company to be formed by the Vendor and the Developer:

II **AND THE VENDOR AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any condition trust or encumbrances .
- (b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- (c) THAT THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances, charges, mortgages, liens, trust and/or lispensens made or suffered by the Vendor and the Developer or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and the Developer.
- (d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- (e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and the Developer or any person or persons lawfully or equitably claiming as aforesaid.
- (f) THAT the Vendor and the Developer and all persons having or lawfully or equitably claiming any estate or interest in THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO or any part thereof through under or in trust for the Shebait/Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.
- (g) That Vendor and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO hereby granted transferred and conveyed or

expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- (h) The Developer hereby reserves the right to construct one or more stories on the roof of the building if Rajpur Sonarpur sanctions/permits for such construction and in such event the Developer shall construct such additional storey or stories at the cost and expenses of the Developer as the case may be, and the Purchaser shall not raise any objection or dispute for such construction. Further all ownership rights in respect of such additional construction will remain with the Developer and the Developer shall be entitled to deal with the same in such manner as the Developer shall think fit and proper and the Purchaser shall have no right, interest, claim or demand over and in respect of such additional construction.

**III. AND THE PURCHASER TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO HEREUNDER CONVEYED HEREBY COVENANTS WITH THE VENDOR & THE DEVELOPER as follows :**

(a) That the Purchaser and all other persons deriving title under it shall and will at all times hereafter observe the Restrictions/Rules regarding the user set forth in the **SIXTH SCHEDULE** hereunder written.

(b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, multi-storied Building Tax, Water Tax and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO.

(c) THE Purchaser shall so long the Said UNIT is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, such amount to be determined in its absolute discretion by the Developer and upon formation of the Association / Society/ Company by such Association/Society /Company.

(d) The Purchaser hereby agrees and confirms the right retained and reserved by the Developer as mentioned in **Clauses II (h)** above.

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

(a) THAT the undivided variable share in the land underneath the building hereby sold and transferred and attributable to the Said UNIT shall always remain indivisible, variable and impartible.

(b) The right of the Purchaser shall remain restricted to the Said UNIT and it is hereby expressly agreed that PURCHASER/S AND Unit holder/s shall have common user right of the roof/terrace of the building and other open spaces within the said Project.

(c) At or before entering into these presents the Purchaser has made himself aware that the said Building is a partly residential and partly non-residential building and the Purchaser agrees to maintain the decency of the said Building(s) and shall not do any

act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building(s).

- (d) The Purchaser shall at his own cost immediately after the execution of this Deed apply to CESC/WBSEDCL/WBSEB, as the case may be, for obtaining a separate electric meter and until such separate meter is obtained the Developer shall temporarily provide a sub meter at the cost of the Purchaser and the Purchaser shall regularly and punctually make payment of the electricity charges .

V. **AND THE PURCHASER HEREBY FURTHER AGREE AND COVENANTS WITH THE VENDOR AND THE DEVELOPER** as follows:-

- i) Until the formation of the Association/ Society/Company the Developer or any person authorised by the Developer shall continue to provide maintenance and services for the common parts and portions SUBJECT HOWEVER to the Purchaser's regularly and punctually making payment of the maintenance and other charges more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written.
- ii) The Maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges, the Purchaser shall be liable to pay interest at the rate of 24% per annum PROVIDED HOWEVER if the said default shall continue for a period more than 30 days from the date of next payment becoming due then and in that event the Developer and/or the Association /Society / Company as the case may be shall -
- a) discontinue the use of common services.
  - b) discontinue the supply of water.
  - c) prevent use of the lifts as such services shall not be restored until all the amounts together with interest shall be fully paid and the Purchaser hereby consent to the same.
- iii) The amounts deposited by the Purchaser as and by way of Sinking Fund / Development Fund shall continue to remain with the Developer until such time the Association/Society /Company takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.
- iv) The right of the Purchaser shall remain restricted to the said UNIT (being the said Flat No. \_\_\_\_\_ and one specifically demarcated car parking space being No. \_\_\_\_\_ and right to use in common the common areas and facilities and the proportionate undivided share in the land) and in no event the Purchaser or any person claiming through them shall be entitled to stretch or expand its claim over and in respect of the other parts of the building AND the Purchaser hereby further covenants and assures that he shall not interfere with the right of the Vendor and Developer in selling transferring making out or letting out the remaining unsold spaces and to carry out repairs renovations and improvements in the said building.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(the Said Property)**

**ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) alongwith the multi-storied building standing thereon, under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150**, Municipal Ward No. 8 within the limits of Rajpur Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. Sonarpur, District: - 24 Parganas (South).

R.S. DAG	L.R DAG	R.S KHATIAN	L.R. KHATIAN	AREA OF LAND WITHIN DAG (DEC.)	NATURE OF LAND
563	689	231	1467	18	BASTU
564	690	231	1467	19	BASTU
565	691	231	1467	16	BASTU

The said land is butted and bounded as follows:

On the North	:	By 22'-06" wide Municipal Road
On the East	:	Part of R.S. Dag Nos. 563, 560 & 562
On the West	:	Part of R.S. Dag Nos. 566 & 567
On the South	:	R.S. Dag No. 752

**THE SECOND SCHEDULE**  
**( THE 'SAID FLAT/UNIT' )**

2.1 **Said Flat/Unit:** **ALL THAT** piece and parcel of residential Flat No. \_\_\_\_\_, measuring about more or less \_\_\_\_\_ sq.ft of Carpet Area ( \_\_\_\_\_ sq.ft. of super built up area) in Block - \_\_\_\_\_, Type - \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) bed rooms, \_\_\_\_\_ ( \_\_\_\_\_ ) dining -living- drawing, \_\_\_\_\_ ( \_\_\_\_\_ ) kitchen, \_\_\_\_\_ ( \_\_\_\_\_ ) toilet, \_\_\_\_\_ ( \_\_\_\_\_ ) balcony, having Tiles flooring, at the \_\_\_\_\_ floor of the \_\_\_\_\_ storeyed building, being erected on the land described in the **First Schedule** hereinbelow.

2.2. **Said Car Parking Space :** **135 sq.ft. of Covered Area.**

2.3. **Said Two wheeler Parking Space :** \_\_\_\_\_ **sq.ft. of Covered Area.**

2.4. **Shares in Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the 'said Flat'. The said "Common portion, amenities and facilities" are morefully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

2.5. **Land Shares:** Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

**THE THIRD SCHEDULE**  
**( THE 'SPECIFICATION')**

**Specifications**

- 1. Foundation & Superstructure :**  
Reinforced Concrete Cement ( R.C.C.) Foundation and Superstructure.
- 2. Masonry Work :**  
All external walls will be 200mm thick AAC Blocks, conforming to IS:2185, Part-III, Gr-1, of 1984, in chemical mortar joints and complete with cement-sand plaster and Exterior Grade weather coat paint.  
All internal walls will be 100mm thick AAC Blocks, conforming to IS:2185, Part-III, Gr-1, of 1984, in chemical mortar joints and complete with cement-sand plaster finished with POP / Putty.
- 3. Flooring :**  
Vitrified tiles in all Rooms, Kitchen, Balcony Gym, Community Hall and Corridor.  
Toilet Anti-skid Ceramic tiles.  
Staircase Kota stone.
- 4. Kitchen :**  
Granite Kitchen Counter with Stainless Steel Sink of standard make.  
Dado with Glazed Ceramic tiles upto 600mm height above the Counter.
- 5. Toilet :**  
Dado with Glazed Ceramic tiles upto 2100mm height.
- 6. Sanitary & Plumbing :**  
Water Supply with concealed UPVC/CPVC Pipes.  
Sewerage & Drainage with PVC Soil & Waste Pipes  
Toilet fixture with white Ceramic Basin of standard size,  
European style Commode with PVC Cistern of standard make.  
Taps & Fittings with chromium plated fixture of standard make.
- 7. Doors & Windows :**  
Main Door : Decorative flush door of standard make with Godrej Lock.  
Internal Door : Flush door of standard make with Godrej Lock.  
Toilet Door : PVC frame with shutters of standard make.  
Windows : Aluminium Glazed sliding windows of standard make.
- 8. Railing :**  
MS Pipe/tube as per design coated with enamel paint.
- 9. Electrical :**  
Wiring : Concealed conduit with FRLS Copper wire of standard make.  
Switches / Sockets : Modular type of standard make.  
Light & Fan Points : As per standard numbers.  
TV Point : In Living Room.  
Geyser Point : In common toilet.  
A.C. Point : In master Bed Room.



Provision for Micro-oven, Water purifier, Washing machine & Chimney Points.

**10. Facilities :**

Provided with Elevator, Swimming Pool, Gymnasium, Community Hall, Badminton Court, Children's Play area.

**Extra Work:** Extra Work shall mean, any additional works and/or installation of any other fittings save and except, as mentioned hereinabove. The Purchaser/s shall have to give a prior intimation to the Developer if any extra work needs to be done and in that case advance payment shall have to be made by the Purchaser/s for such extra finishing separately.

**THE FOURTH SCHEDULE**  
**(THE COMMON PARTS/PORIONS/FACILITIES)**

The common areas and facilities to be enjoyed by the Owner and its transferee /assignees and/or Developer and its transferee/assignees/Co-owners i.e. the Unit holders in common, which shall include:-

**COMMON AREAS:**

The foundations, columns, beam, supporting main walls, corridors, stairs and landings, entrance and exit through the main gate of the building, corridors, hallways, stairways, passageways, pathways, land scape, which ever may be available, lift-shafts, lift driveways, common lavatories, electrical room, tube well/pump room, boundary wall, caretaker's room, overhead tank, water pump, water reservoir, water supply system, drainage & sewerage system, lightings, street lights within the project land, electric connections, common toilet and the electric water pump in the ground floor and other installations for the same, lift, tube well and water supply, common passages on the ground floor, to and from the building and leading to the Top floor and also the roof of the building together with all common plumbing installations of or carriage of water along with such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about, beneath surface and other spaces and facilities whatsoever required for the establishment allocation enjoyment provision maintenance and/or management of the "Building"/ "Blocks", as the case may be, and/or common facilities or any of them as the case may be and the land and the buildings as are necessary for passage to and/or user of the units in common by the Co-owners, Light fittings in the ground floor, main gate and in the stair case including the lift, further, right to passage in common as aforesaid, electricity, water and so from and to the said buildings through pipes, drains, wires, conduits lying or bearing in under through the said premises so far as may be reasonably necessary for the beneficial use and occupation of the respective Unit holders, common boundary walls and the main gate of the building/premises.

**COMMON FACILITIES** shall include corridors, hallways, stairways, passageways, pathways, lift shafts, lifts, driveways, common lavatories, generator rooms, electrical substation, tube well, pump room, overhead water tank, water pump, ultimate roof / terrace, internal roads and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.

**COMMON PURPOSES** shall include the purpose of maintaining and managing the said Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.

**THE FIFTH SCHEDULE**  
**(COMMON EXPENSES)**

**COMMON EXPENSES:**

The Owner herein, along with the new prospective Purchasers i.e. Unit Holders shall bear and pay proportionately towards common expenses for proper maintenance of the common parts/portions/facilities/areas of the building and the common parts/portions/facilities/areas of the entire project area or part thereof, which shall be payable on and from the date of handing over possession of the Unit by the Developer in favour of the respective unit holders and/or registration and/or on the date of expiry of Notice issued by the Developer to take possession of any Unit to the respective Unit Holders, whichever is earlier, for the purpose of maintain the entire project, as follows:

1.1 The expenses of maintaining, repairing, re-decorating of the main structure of the building and in particular the gutter, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Unit Holders, of other flats and the main entrances, passages, landings and stair case of the building as enjoyed in common with the occupiers/Unit Holders of the other flats, and/or space in the said building.

1.2. Proportionate share of **Municipal Taxes** and other Government rates and taxes including surcharges, commercial taxes and other taxes, out goings, levies and impositions, and shall be made to the Developer directly, without any demur, default, immediately the same become due and payable, till the same is separately mutated and assessed by the concerned Municipal authority or any other authority(s), as the case may be, in the name of the respective prospective buyers and/or Unit holders.

1.3 The payment of **maintenance charges** for proportionate enjoyment of the Flats/ Units/ commercial units/ semi-commercial units/ car parking spaces etc and for further enjoyment of civic rights thereto, including the costs of repairing, maintaining, cleaning and lighting the passages, landings and stair cases etc. and the other parts of the buildings, the salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Chowkidars, Sweepers, Electricians, Plumbers and other employees, the costs of working and maintenance of water pump, common lights and services, maintaining and operating the lifts including other expenses as are necessary or incidental to the maintenance and proper preservation of the new proposed multi storied building/blocks and the said Project area as well, and shall be made to the Developer directly, as and when shall be demanded by the Developer, without any demur, default, immediately the same become due and payable.

**THE SIXTH SCHEDULE**  
**(COMMON COVENANTS & RESTRICTIONS)**

**COMMON COVENANTS & RESTRICTIONS:**

1.1 The Unit Holders shall be liable for payment of **Municipal Taxes**, charges, levies in respect of enjoyment of his Unit/Flat/Bunglows and **Maintenance Charges** for proportionate enjoyment of the said Building and premises and for further enjoyment of civic rights thereto from the date of handing over possession of the Unit by the Developer in favour of the respective unit holders and/or registration and/or on the date of expiry of Notice issued by the Developer to take possession of any Unit to the respective Unit Holders, whichever is earlier, as the case may be, as mentioned in the **Fifth Schedule** hereinabove.

1.2. The Developer shall be entitled to erect further stories on the roof of the building and/or constructs further in the open areas within the Project land, if so approved by the concerned authority, to which neither

the Owner herein nor any of the Unit Holder of the units of the said Project shall have any objection to the same.

1.3. A separate Block and/or building and/or Blocks/buildings shall be constructed by the Developer for commercial exploitation. None of the other Unit holders/residents therein shall have any objection to the same and shall not even raise any objection thereto and further they shall not have any objection if the Developer intend to and proceed with the commercial exploitation of the ground floor/ shop-area of the said building.

1.4. The aforesaid maintenance charges of the respective Units shall be paid by the Unit Holders/ owner in the hand of the Developer till the formation of new ASSOCIATION consisting of the owners of the said Building by the Developer and formal handing over of the maintenance of the Building / projected areas, in the hand of newly formed association. After such handover the Developer shall not be accountable for carrying out of the said Maintenance work and also the Owner herein shall not be liable for any account to that effect.

1.6. The Unit Holders shall not under any circumstances, make construction or alterations and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the said building/premises. Further, the Unit Holders shall not under any circumstances, make construction or alterations on the Verandah/Balconies/Elevation.

1.7. That any extra work or additional work if done at the instance of the Unit Holders in writing, the cost of such additional work shall be absolutely borne by the Unit Holders without deducting any amount from the consideration value of the respective Unit.

1.8. Apportionment of any liability of the respective Unit holder in respect of any expenses, taxes, dues, levies or outgoings payable by the Unit Holder pursuant to this Agreement or otherwise, shall be done by the Developer, whose decision shall be final and binding on the Unit Holder.

1.9. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Unit Holder shall not be entitled to object thereto.

1.10. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Unit Holder and/or the said Flat / Unit in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments by the Unit Holder after giving 15 days notice in writing.

1.11. The owner and Unit Holder shall comply with and observe the rules, House Rules, Gymnasium, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

1.12. Permit the Developer, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the conducting works under Common Purposes;

1.13. Deposit the amounts for various purposes as required by the Developer /Maintenance Agency or the Association;

1.14. Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;

1.15. Keep the said Flat / unit and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/ unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building/bunglows/premises;

1.16. 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 Flat/ unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

- 1.17. Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/unit of men materials and utilities;
- 1.18. Sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat/unit from the WBSEB/CESC in the name of the Unit Holder and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Unit Holder an electric sub-meter in or for the said Flat/UNIT and the Unit Holder shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat/UNIT;
- 1.19. Allow the other Unit Owners the right to easements and/or quasi-easements;
- 1.20. Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, payment towards "Reserve Fund" and other payments mentioned herein within prescribed periods and/or in absence of any prescribed period, within seven days from the date of receipt of demand or relevant bill; and
- 1.21. To permit surveyors and engineers and masons, workmen with or without materials to enter from time to time into and upon the said flats and every part thereof for the purpose of repairing, cleaning, lighting and keeping in good order or condition, services or drains, pipe cables, water course, garage, wires and structures or either amenities and convenience at the said building which cannot be carried out without such entry.

**IN WITNESSES WHEREOF** the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses.

**SIGNED SEALED AND DELIVERED**

by the Parties at Kolkata in presence of:-

**WITNESSES:**

1.

**As Constituted Attorney**

\_\_\_\_\_  
**Signature of the OWNER**

2.

\_\_\_\_\_  
**Signature of the  
DEVELOPER/CONFIRMING  
PARTY**

\_\_\_\_\_  
**Signature of the PURCHASER**

**DRAFTED BY:**

\_\_\_\_\_, Advocate  
**HIGH COURT, CALCUTTA.**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **Purchaser** the within mentioned sum of **Rs.** \_\_\_\_\_/-  
(**Rupees** \_\_\_\_\_) only, as the total consideration, towards sell of the property mentioned in the  
**Second Schedule** herein, as per **MEMO** below:

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Total: (**Rupees** \_\_\_\_\_) only **Rs.** \_\_\_\_\_/-

**WITNESSES:**

1.

2.

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**Signature of the Developer**