

DEED OF CONVEYANCE

This Deed of Conveyance is executed at _____ on this day of _____,
Two Thousand and _____.

BY AND BETWEEN

BRICK & CONCRETE a proprietorship firm having its registered office at 11A,,Bonomali Chatterjee Street, Kolkata-700002, at present office at 82,B.T.Road, Kolkata-700002 represented by its proprietor **BARUN KUMR CHANDA** (PAN No, AEHPC2089N) son of Mr. Arun Kumar Chanda residing at 11A, Bonomali Chatterjee Street Kolkata-700002 hereinafter referred to as "**OWNER/VENDOR /PROMOTER** ", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the proprietor for the time being of the said firm, the survivor or survivors of the proprietor and his heirs, executors, representatives, and administrator and his/her/their assigns) of the **ONE PART.**

AND

MR/MRS. _____ (**PAN -** _____) son/daughter/wife of by Nationality – Indian, by faith - , by occupation - and residing at hereinafter called the **ALLOTTEE/PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART;**

Owners/vendors, Promoter/Developer and allottee/Purchaser referred to as such or as Party and collectively Parties to this Deed of conveyance.

WHEREAS:

A. That the **OWNER/VENDOR /PROMOTER** herein is the absolute owner and possessor of the land being **ALL THAT** piece and parcel of Bastu land measuring about 3 (Three) cottah 8(Eight) Chittaks 35 (Thirty Five) Square feet equivalent to 237.64598177561 square meters along with 3100 square feet three storied building lying over R.S. plot No. 114/726 contained in R. S. Khatian No. 1323 of Mouza Bonhooghly J.L.No.6, Touzi No. 3027 being holding no. 121 and premises No. 65, Ashokgarh within ward No. 02 of



Baranagar Municipality, Police station Baranagar, District North 24-Parganas, Kolkata-700108, hereinafter referred to as the said "**LAND**" which more fully and particularly mentioned and described in the "**SCHEDULE A**" hereunder written and demarcated in the lay out plan annexed hereto and marked as "**ANNEXURE - A**", which was duly purchased by the **Owner/Vendor /Promoter** vide Deed of Conveyance dated 12th August, Two Thousand Seventeen registered as deed No.190408343 recorded in Book No. 1 Volume No. 1904-2017 pages from 317319 to 317377 registered at the office of the Additional Registrar of Assurances -IV Kolkata.

- B. The **Owner/Vendor/Promoter** herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land, intent of undertaking the development of the said Land by making construction over the said land upon obtaining plan being sanctioned from the Baranagar Municipality.
- C. That the recitals and particulars of the said "**SCHEDULE A**" i.e. the said Land herein under more fully and particularly mentioned and described in the "**SCHEDULE "H"**.
- D. In pursuance of the said intention the Vendor /owner/ Promoter caused a map or plan to be sanctioned by Baranagar Municipality being Building Permit No. PW/BS/389/02 dated 28.01.2020 hereinafter referred to as the "**PLAN**" (the expression "**Plan**" shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Vendor /Owner /Promoter became entitled to construct erect and complete a new building at the said Land comprising of Ground and Three upper floors containing self-contained Apartments in each floors comprises with multi storied residential apartments with multi facilities, hereinafter referred to as the said "**BUILDING**".
- E. The **Vendor/Owner/Promoter** has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at____on_____under registration no._____.
- F. The Vendor/owner/Promoter has commenced the work of construction of the building at the said Land in accordance with the said Plan.

G. In terms thereof the **Owner/Vendor /Promoter** expressed that the total built up area of the Building comprises with 11 Apartments/ Units, roof and/or constructed spaces of the Building to be constructed on the said Land TOGETHER WITH the share in the same proportion in car parking spaces AND TOGETHER WITH the undivided proportionate impartible part or share in the said Land attributed thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities in the said Building along with the said Land will be constructed over the said land.

H. The Buyer, after satisfying himself/herself/itself/ themselves about the title of land, the rights of the Vendor/Owner /Promoter and after inspection of the Plan designs and specifications prepared by the Vendor/owner//Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated.....

_____ and has been allotted the apartment measuring a carpet area of ___sq. ft. together with a balcony area of ___sq. ft. (built up area of ___sq. ft.) be the same a little more or less being Flat No. _____ onfloor in the Building together with the right to use no/s. open Parking Space (dependent/independent) on the ground level of the Building/Project fully described in "**B**" Schedule hereunder written **TOGETHER WITH** the proportionate share in all common parts, portions areas and facilities fully described in "**C**" schedule hereunder written to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the **SCHEDULE C** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-B AND TOGETHER WITH** undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the **SCHEDULE A** hereunder written **AND TOGETHER WITH** all easement rights over all common portions in the said entire land and building fully described in "**G**" hereunder written hereinafter referred to as the said "**APARTMENT**" for which the Vendor/owner//Promoter have agreed to sell and transfer, free from all encumbrances, charges, liens, lispendense, attachments, trusts whatsoever or howsoever for the consideration unto and in favour of the Buyer for the consideration and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the said apartment and the said tower/Building from the competent authority) which is

presently being developed as a Phase (Phase-1) of the Whole Project (defined in Recital (iii) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with section 14 of the Act and other laws as Applicable.

AND WHEREAS the Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory authority at Kolkata on under Registration No.

AND WHEREAS the Allottee/Purchaser had applied for an apartment in the Project vide application No. dated and has been allotted Residential Apartment No. on the floor, having carpet area of square feet, more or less, being more particularly described in Schedule 'B' below and the layout of the apartment in delineated in RED Colour on the Plan annexed hereto and marked as Annexure "2" ("said Apartment") in Tower/Building No. (Said Tower/Building) together with the right to park in the parking space/s more particularly described in Schedule 'B' below (said parking space) and together with pro-rata share in the common areas of the Real Estate Project (Share In Common Area), the said common area of the Real Estate Project being described in Schedule 'E' below (Common Areas) and also together with undivided impartible proportionate and variable share in the land underneath the said Tower/Building as be attributable and appurtenant to the said Apartment (Land Share). The said Apartment the said Parking Space (if any) the share In Common areas kland the land share collectively described in schedule 'B' below (Collectively "said Apartment and Appurtenances").

AND WHEREAS the Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS for the purpose of aforesaid purchase one Agreement for sale was entered into by and between the said Owners/Vendors, /Developer/Promoter and Allottee/Purchaser one Agreement for sale was executed and registered on and which was registered in the Office of the and recorded in Book No.I, Volume No. Pages from to , Being No. for the year in connection with purchase of the Flat/Apartment being Apartment No. under Phase - () on the floor measuring more or less sq. feet Carpet area and together with one Car Parking space at the basement of /floor being parking No. measuring more or less sq.feet carpet area and which more fully written hereunder in the Schedule 'B' in details and also delineated in the annexed Map

or Plan by RED Colour Border attached to the said Agreement for sale and together with common right of user of all existing common facilities, amenities,

utilities and easements available therein in the said building/Block / Phase - () and together with common right of user of common facilities, paths, passages etc. available therein the said building or premises at or for the total consideration of **Rs. /- (Rupees)** only as earnest money or advance in terms of payment schedule written in the said Agreement rfor sale to the Vendors/Owners/Developer/Promoter.

AND WHEREAS in terms of the said agreement for Sale, the Promoter/Developer has constructed the Building under Phase-() in all respect as per sanctioned building plan approved by the authority and requested the intending buyer/purchaser/allottee to take Phisycal Possession of the said Flat/Apartment by Completion of execution and registration of Deed of Conveyance.

AND WHEREAS the Purchaser/Allottee in terms of the payment schedule written thereat in the said agreement for sale has paid the total sum to the Vendors/owners, Developer/Promoter being the total sum of sale consideration of **Rs. /- (Rupees)** only to the Owners/Vendors, Developer/Promoter as per Memo below written hereunder in details and on receipt of the said total sale consideration and together with other costs, and expenses the Owners/Vendors/Developer/Promoter do hereby admit and acknowledge the same as per memo below written hereunder in the Memo of Sale Consideration.

NOW THIS INDENTURE WITNESSES that in pursuance of the said Agreement and in consideration of the sum of **Rs. /- (Rupees)** only paid by the Purchaser/Allottee to the Vendors/Owners and/or Developer/Promoter on or before the execution of these presents and by receipt whereof the Vendors/Owners and/or Developer/Promoter do hereby admit and acknowledge as per Memo below and of and from the same release and discharge the Purchaser/Allottee and the said property written hereunder in details in the Schedule 'B' below, the Vendors/Owners and/or Developer/Promoter as lawful owner of the said property do hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser/Allottee free from all encumbrances and attachment , ALL THAT the said property written hereunder in the Schedule 'B' in details and being the said Flat/ Premises delineated in the annexed Map or Plan by **RED** Colour border and together with undivided impartible proportionate share of land of the Schedule 'A' property above referred to and together with enjoyment of all other common facilities, amenities, utilities and easements available therein in the said building or premises belonging thereto, ALL THAT the estate, right, title, interest, claim and demand whatsoever of the Vendors/Owners and/or Developer/Promoter into and upon the said property described in the Schedule

'B' in details and every part thereof in law and in equity **TO ENTER UPON AND TO HAVE HOLD OWN AND POSSESS** the same unto and to the use of the Purchaser, his/her heirs, executors, administrators, representatives and assigns, absolutely and forever together with the copy of title deeds, writings, muniments, documents and other evidences of title AND THE Vendors/Owners and/or Developer/Promoter are lawfully seized and possessed of the said property free from all encumbrances, attachments or defect in title whatsoever and the Vendors/Owners and/or Developer/Promoter have full power and absolute authority to sell the said property written hereunder in the Schedule 'B' in manner aforesaid according to the true intent and meaning of this deed and the Purchaser/Allottee shall hereafter peaceably and quietly hold possess and enjoy the said purchased flat described in the Schedule 'B' and also delineated in the annexed Map or Plan by **RED** Colour border in Khas or through tenants without any claim or demand whatsoever from the Vendors/Owners and/or Developer/Promoter or any person or persons claiming through or under her/him. AND FURTHER that the Vendors/Owners and/or Developer/Promoter his/her/their heirs executors, administrators, representatives and assigns, covenant with the Purchaser his/her heirs, executors, administrators, representatives and assigns to save harmless, indemnify and keep indemnified the Purchaser, his/her heirs, executors, representatives and assigns from or against all encumbrances, charges and equities whatsoever. AND the Vendors/Owners and/or Developer/Promoter their heirs, executors, administrators, representatives and assigns do or execute or cause to be done all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS/OWNERS AND/OR DEVELOPER/PROMOTER as follows :-

1. The Purchaser shall pay proportionate share of maintenance and service charges to the Vendors/ Owners and/or Developer/Promoter or to the Real Estate authorities proportionately each and every month for the benefit and enjoyment of all common utilities, amenities, facilities and easements.
2. The Purchaser shall not keep or store any goods or articles outside the said flat or in any portion of the common area.
3. The purchaser shall not do anything against the interest of the said Real Estate authority.
4. The Purchaser shall pay proportionate share of Municipal taxes to the said Real Estate authority till the Purchased flat be assessed separately by the Local Authority.

5. The purchaser being lawful owner shall enjoy the said ownership flat for residential purpose only.

6. The Purchaser shall be entitled to use and enjoy all common facilities, amenities, easements in the said new building with other flat owners together with all other common parts with other flat owners and occupiers.

7. The Purchaser shall not have any claim over the other units/flats in the said building in any way.

SCHEDULE-‘A’

(Description of the entire landed property)

ALL THAT piece and parcel of Bastu land measuring about 3 (Three) cottah 8(Eight) Chittaks 35 (Thirty Five) Square feet equivalent to 237.64598177561 square meters along with 3100 square feet three storied building lying over R.S. plot No. 114/726 contained in R. S. Khatian No. 1323 of Mouza Bonhooghly J.L.No.6, Touzi No. 3027 being holding no. 121 and premises No. 65, Ashokgarh within ward No. 02 of Baranagar Municipality, Police station Baranagar, District North 24-Parganas, Kolkata-700108, North 24 Parganas within Baranagar Municipality Ward No. xx, butted and bounded by:

ON THE NORTH	:	18’wide Municipal Road
ON THE SOUTH	:	18’wide Municipal Road
ON THE EAST	:	Premises no.64 Ashokgarh
ON THE WEST	:	Premises No.66 Ashokgarh

SCHEDULE- ‘B’

(Description of apartment and appurtenances hereby allotted/Sold Allottee/Purchaser)

(a) The said Apartment, being residential Apartment No. on the floor, having super built up area of square feet more or less and corresponding carpet area of sq. feet, more or less, in Tower/Building No. . The layout of the said apartment is delineated in RED Colour on the Plan annexed hereto and marked as ANNEXURE – 2.

(b) The said Parking Space, being the right to Park medium sized car /or two wheeler/s in the said Complex and medium sized car/s and/or two wheeler/s in the Multilevel parking space of the said complex and medium sized car/s and/or two wheeler/s in the open space at the ground level of the said complex ;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the common areas of the Real Estate Project described in Schedule – E below as be attributable and

appurtenant to the said Apartment, subject to the terms and conditions of this Agreement. ; a n d

(d) The Land Share, being undivided, impartible proportionate and variable share in the land underneath the said Tower/Building as be attributable and appurtenant to the said Apartment.

SCHEDULE "C" ABOVE REFERRED TO

COMMON AREAS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID PROJECT)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following:

1.1.1	Common Generators, its installation and its allied accessories, lighting of the common areas and common utilities.
1.1.3	Wi-Fi System.
1.1.4	Electrical Transformers, electric wiring meters and panels, Electrical ducts, duct covers and risers, fitting, fixtures, lights and switches for the common areas of the Building.
1.1.5	Roads/Pathway, installations, and Security Arrangements.
1.1.6	Drains and Sewers from the Lands to the Municipal Drains.
1.1.7	Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the Lands.
1.1.8	Boundary walls of the Lands.
1.1.9	Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
1.1.10	Management / Maintenance office if any
1.1.11	Security Arrangements with CCTV with Close circuit TV at Ground Floor and Video door phone facility.
1.1.12	Main Entrance Gate.
1.1.13	Fire Fighting Equipment and Extinguishers and Protection system.
1.1.14	Water supply system.
1.1.15	Communication system for Intercom.
1.1.16	Water pump, the pump room, water reservoir and distribution pipes.

1.1.17	Fittings & Fixtures for common area lighting.
1.1.18	Intercom facility.
1.1.19	Foundation columns beams support corridors lobbies stairs stairways landings entrances exit and pathways.
1.1.20	Visitors Car Parking if any.

VEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

1.2.1	Entrance lobby with smart Decor.
1.2.2	Lobbies on each of its floors and the staircases and landings from the ground floor up to the terrace and also the ultimate roof of the tower.
1.2.3	Elevators.
1.2.4	Earmarked area of Ultimate Roof and Service Terrace of the building demarcated for common use and Fire Refuge Terrace (8th Floor Only).
1.2.5	Overhead Water Tank.
1.2.6	Lifts and their accessories installations and spaces required therefore.
1.2.7	Toilet and shower room on the Ground Floor (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads/pathways, lighting equipment, gates, room for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Purchaser/Allottee(s) and those that are inside the Project including its boundary walls and/or fences, etc. shall be deemed to be common portion only of the Project and common to its all Apartment Owners and users.
2. The Developer/Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Purchaser/Allottee(s) of the Project.

SCHEDULE "D" ABOVE REFERRED TO
(SPECIFICATIONS)

ITEMS	Specifications
FOUNDATION	RCC cast-in situ pile work of 500Dia or Raft Foundation
STRUCTURE	RCC framed structure with AAC block work.
ELEVATION	A unique blend of Modern Architecture.
INTERIOR	AAC Block work with Wall putty on the walls.
ELEVATOR	Semi-automatic lifts of reputed brand with well-decorated lift cars.
FLOORING	Floors shall be made by marble finish of Minimum 2'-0"x 2'-0" good quality marble with 4" height skirting.
WATER SUPPLY	By semi underground water reservoir with pumping to overhead tank, sources of water from local Municipality
WALL FINISH	All the interior walls shall be finished with plaster of Paris. Outside of the building shall be made by putty and painted with high quality exterior Emulsion paints.
Bricks works and plaster	All exterior brick works shall be done by 8" thick brick and all other partition walls shall be done by 5" and 3" thick brick. Outside and inside plaster shall be done by 20 mm and ceiling by 12 mm.
KITCHEN CUM DINING	Cooking platform with sink will be built by good quality Granite at top over black stone, Glazed tiles above cooking platform up to 2 feet height and 2 numbers of C.P. Bib cock will be provided in kitchen with basin. one wash basin will be provided at Dining Hall
TOILET	Glazed Tiles up to 6 feet height from the floor level including marble skirting, concealed piping with genuine mark sower point, Indian type W.C. with cistern. All fittings will be of C.P. Brass of Genuine Make.
Staircase Roof Verandah	Floor of the staircase with marble finish, parapet wall will be provided brick at suitable height all-round the roof. Suitable main water PVC for proper drainage of water from roof. Verandah and staircase railing will be three feet height of M.S. Grill.
Entrance Lobby	Modish entrance lobby with premium wall finishes, Luxury combination flooring, polished veneer and paint.
DOOR	Doors frames are good quality Sal Wood and teak wood Pallah and polish finish with necessary fittings. main door shall be provided with teak wood Pallah with necessary fittings, Kitchen and toilet shall consist PVC commercials doors. Decorative gate at balcony

	(Door cum Window) will be teak wood Pallah with polish finish including sal wood decorative frame will be treated as extra cost.
WINDOWS	Aluminum Panel window Pallah with grill of square bar.
HARDWARE AND FITTINGS	Hardware fittings of reputed make and Branded Locks.
SAFETY AND SECURITY	<ul style="list-style-type: none"> • Security surveillance facility with CCTV. • Video door phone facility. • Intercom system. • Firefighting arrangements as per recommendation of West Bengal Fire Service (as per Provisional NOC).
ANTI-TERMITE TREATMENT	Pre-Construction Anti-termite treatment.
COMMON LIGHTING	<ul style="list-style-type: none"> • Well illuminated driveway inside the premises. • LED lighting in major common areas to minimize common area power consumption.
PLUMBING AND SANITARY	Soil and Waste Pipes - UPVC pipes of reputed make Sanitary Water Supply: CPVC
Wi-Fi	Wi-Fi Access to All.
ELECTRICAL	<p>Procurement of separate meter for the flat from CESC shall be on account and the cost is to be borne by the purchaser Cost of main switch to be borne by the buyer.</p> <p>Two nos. of light point one no. Fan point one no. power point .one no plug point in drawing cum Dining space will be provided 2 nos. light point one no. Fan point one no. Plug point in each bedroom.</p> <p>One A.C. point in any one room. 1 light point and one exhaust point in each toilet and kitchen . One power point at Kitchen One light point at each verandah.</p>

SCHEDULE-'E' (COST OF MAINTENANCE)

1. The cost of maintenance will be paid/borne by the Purchaser/Allottee(s) from the date of official possession of the said Apartment/Unit till handover of maintenance of the project by the Developer/Promoter to the Association of Purchaser/Allottee(s) irrespective of whether the Purchaser/Allottee(s) take possession of the said Apartment/Unit or not for any reason whatsoever or howsoever.
2. The Purchaser/Allottee(s) shall before taking possession of the said apartment pay in advance maintenance charges for the initial period of one year being a sum of Rs. ____ /- (Rupees _____) being the sum calculated at the rate of Rs. 5/- (Rupees Five only) per sq. ft. per month on the Carpet area of the said Apartment/Unit or the actual amount/rate whichever is higher together with applicable GST towards cost of such maintenance of the said Project payable to the Developer/Promoter.
3. Developer/Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. After expiry of the said one-year period, the Developer/Promoter shall at its own discretion fixed the maintenance charges and the Purchaser/Allottee(s) shall bound to pay the same in advance on monthly basis to the Developer/Promoter till the Developer/Promoter handover the maintenance of the said project to the Association of Purchaser/ Allottee(s). However, after formation of such owner's association, the Developer/Promoter shall handover the responsibilities of maintenance of the said project to the said Association of Purchaser /Allottee(s).
4. The cost of Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottee(s) and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottee(s) of the said Building/Project including those mentioned as follows:-
 - 4.1. Cost of maintenance regarding repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drain sewerage and water storages tanks and electric wires, motors, and other appliances and passages in or under or upon the Building and enjoyed or used by the Purchaser/ Allottee(s) in common with other occupiers of the Building and the main entrances, passages, lobby, terrace, roof, landing staircase, lift of Building enjoyed by the Purchaser/Allottee(s) or used by him in common and the boundary walls of the Building, compound terrace etc.
 - 4.2. Cost of the cleaning and lighting the common areas, passages, landing, staircases, lift and other parts of the Building as enjoyed used by Purchaser/Allottee(s) in common as aforesaid.

- 4.3. Cost of charges of establishment for maintenance of the Building and the salaries of all persons employed for the same purpose.
- 4.4. Cost of Annual Maintenance Charges for Lift and allied accessories, Generator its installation and its allied accessories, Water Pump its installation and its allied accessories, Motors (if any) its installation and its allied accessories, and All Electricity Equipment its installation and its allied accessories, etc. as enjoyed used by Purchaser/Allottee(s) in common.
- 4.5. All charges and deposits for suppliers of common utilities.
- 4.6. Establishment and all other capital and operational expenses of the Association.
- 4.7. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 4.8. Keeping the gardens and the grounds of the Project generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4.9. Creation of Sinking/Corpus Fund for replacement, renovation and other periodic expenses of equipment.
- 4.10. Insuring any risks in respect of the said Apartment/Unit/ Building/Project.
- 4.11. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Building and/or the Project.
- 4.12. Expenses regarding abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development work of the said Building/Project or any part thereof so far as the same is not the liability of or attributable to any individual Apartment/Unit Owner /Occupier within the Project.
- 4.13. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and
all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment/ Unit(s).
- 4.14. Cleaning as necessary of the areas forming parts of the Project.
- 4.15. Maintaining and operating the lifts of the said of the Project.
- 4.16. Paying all land revenue/Khazana for the land of the said Project and the rates

taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees

/occupiers of any Apartment/Unit of the said Building and liable to pay including but not limited to all the Central Government or State Government or any other statutory authorities, the municipal rates, taxes, water tax, multistoried building tax, urban land tax, service tax or any other property tax including wealth tax, development tax and sales tax, if any applicable, as the case may be.

- 4.17. Generally managing and administering the development and protecting the amenities in the Building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments/Units.
- 4.18. All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- 4.19. Any other expense for common Purpose.
5. That the Developer/Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Purchaser/Allottee(s). However, neither the Developer/ Promoter shall ask for any extra amount on that account, for the said period, nor the Purchaser/Allottee(s) shall ask for any deduction for the same.
6. The Purchaser/Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/Allottee(s) shall be liable to pay interest @ 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Building/Project and the Developer/Promoter and/or Association of Purchaser/Allottee(s), as the case may be, shall be entitled to take the following measures and the Purchaser/ Allottee(s) hereby consents to the same:
 - 6.1. to discontinue the supply of electricity to the said "Apartment/ Unit";
 - 6.2. to disconnect the water supply.
 - 6.3. not to allow the usage of lifts, either by Purchaser/Allottee(s), his/her/their family members, domestic help and visitors.
 - 6.4. to discontinue the facility of DG Power back-up.
 - 6.5. to discontinue the usage of all amenities and facilities provided in the said project "**JAGADAMBA APARTMENT**" to the Purchaser/Allottee(s) and his/her/their family members/guests.

7. The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser/Allottee(s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Promoter and/or Association of Purchaser/Allottee(s) to realize the due amount from the Purchaser/Allottee(s).

SCHEDULE-'F' (OTHER CHARGES)

All the following charges to be paid by the Purchaser/Allottee(s) before taking official possession of the said Apartment under the project

“JAGADAMBA APARTMENT” from the owner/Promoter herein and also should get an acknowledgement for the same.

1. The Purchaser/Allottee(s) before taking possession of the said Apartment/Unit agrees to pay in advance to the Developer/ Promoter a sum of Rs.____/- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the Carpet area of the said Apartment/Unit towards Sinking/Corpus Fund along with G. S. T. charges as applicable, which will be a interest free Security Deposit deposited for a period of one year towards performance of the terms and conditions of this Agreement required to be performed by the Purchaser/Allottee(s). PROVIDED that after a period of one year from the date of such possession and/or upon formation of the Association of Purchaser/Allottee(s) as may be formed at the instance of the Developer/Promoter, the said Sinking/Corpus Fund or any part thereof if lying in the hands of the Developer/Promoter shall be paid and/or made over to the said Association of Purchaser/Allottee(s). PROVIDED FURTHER from the date of official possession of the said Apartment/Unit till handover of maintenance of the project to the Association of Purchaser/Allottee(s), if the Purchaser/Allottee(s) commits any default or refuse or neglect to make payment of any cost, tax, outgoings or maintenance charges as agreed to be paid by the Purchaser/Allottee(s) to the Developer/Promoter, the Developer/ Promoter shall have the exclusive right in its sole discretion to appropriate the said defaulted amount from the said Sinking/ Corpus Fund and in the event such defaulted amount is not wholly appropriated from the said Sinking/Corpus Fund, then in that event the Developer/Promoter shall impose interest at the rate of 6% per annum on the remaining defaulted amount from its due date until the date of actual payment thereof.
2. As the said Apartment/Unit is situated on the floor the Purchaser/Allottee(s) agrees to pay additionally a sum of Rs. _____/- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable as the said sum is only applicable for 3rd floor or onwards the Buyer.

3. Owner/Promoter has given opportunity to the Purchaser/ Allottee(s) to enjoy the Fully Air-Conditioned Apartments with VRV Air-Conditioned System and to avail the said services of VRV Air-Conditioned System it is mandatory that the Purchaser/Allottee(s) shall pay one-time VRV Air Conditioned System Charges of Rs.

_____/- (Rupees _____) only being the sum calculated @ Rs. _____ per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable to Developer/ Promoter before taking possession of the Apartment.

4. Owner/Promoter has given further opportunity to the Purchaser/Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Apartment Purchaser/Allottee(s) shall pay Rs 25,000/- (Rupees Twenty Five Thousand) only per K. V. A. as per requirements along with G. S. T. charges as applicable to Developer/Promoter before taking possession of the Apartment for availing the facilities and services of the Transformer and Generator.

5. That it is mandatory that the Apartment Purchaser/Allottee(s) shall have to pay one-time fees of Rs. ____ _/- (Rupees _____) only along with G. S. T. charges as applicable for per Apartment to Developer/Promoter for Water Connection Charges before taking possession of the Flat in regard to avail facilities thereof.

6. Charges for KMC re-sanction in case of modification in the said Apartment/Unit pursuant to the request made by the Purchaser/ Allottee(s) of Rs.____/- (Rupees _____) along with G. S. T. charges as applicable.

7. Charges for Formation of Association of Rs. _____/- or Rs. _____/= (Rupees _____) per sq. ft. as the case may be along with G. S. T. charges as applicable.

8. Charges for Electric Meter Deposit and Electric Cabling along with G. S. T. charges as applicable.

9. All Applicable/Ancillary charges as time to time claim by the Developer/Promoter including any Additional Deposits and Costs, etc. along with G. S. T. charges as applicable.

10. All charges in respect of G. S. T. and other taxes, levies, cess, assessments and impositions, as applicable.

11. _____ Legal and Documentation charges of Rs. _____/- (Rupee _____) Only along with G. S. T. charges as applicable to be paid to the Developer/Promoter by the Purchaser/Allottee(s) along with Stamp Duty/Registration & Conveyance expenses as per actual.

SCHEDULE-'G' (EASEMENT & RESTRICTIONS)

That all the Buyer and/or the Apartment Owners/ Occupants of the said Project "JAGADAMBA APARTMENT" including the Owner/Vendor and /Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipment and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the said Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Buyer of the said Apartment shall not install any box grill for the windows, nor shall change the design of the window, balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE-'H'
(RECITALS AND PARTICULARS OF THE SAID LAND)

- 1) That at all material time one Pulin Behari Chowdhury by way of ass registered deed of conveyance purchased from the Calcutta Co. Ltd by a regirded of conveyance registered before the office of the Sub registrar Cossipore Dumdum and recorded in Book No. 1 volume o. 50 pages 35 to 50 for the tear 1947 and became the absolute owner, inter alia, of a Bastu land measuring more or less 03 Cottah 08 Chittack 38 square feet scheme plot no. 71 of Bonhooghly Colony Mouza Bonhooghly J. L. No. 6 R. S. No. 5 Touzi No 3027 being Dag No. 98 contained in Khatian No. 486 & 487 now within Baranagar Municipality District the then 24Parganas now North 24-Parganas.
- 2) That subsequently said Pulin Behari Chowdhury obtained a plan for construction of three storied building over the said land from the Baranagar Municipality vide Permit no. PW 1701 dated 05.09.1950 and constructed a three stored building over the said land and permanently residing thereon and mutated his name with the municipal authority and the premises was subsequently numbered as 65 Ashokgarh within ward No. 2 of the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now

North 24-Pasrganas and regularly paid the municipal taxes and other levies.

- 3) That while being seized and possessed of lth said land and building said Pulin Behari Chowdhury made a deed of family settlement as Settlor in connection with the said property at 65, Ashokgarh Police station Baranagar Post office Ashokgarh Kolkata 700108 District North 24-Parganas in favour of his wife Mrs. Parul Bala Chowdhury and two sons namely (1) Binoy Kumar Chowdhury and (2) Bimal Kumar Chowdhury and three married daughters namely (1) Mrs. Arati Kundu (2) Mrs. Soma Saha alias Kasturi Sasha and (3) Mrs.. Nandini Paul as beneficiaries which was registered in the office of the Sub registrar Cossipore Dumdum and recorded in Book No. 1 being deed No. 1989 for the year 1984.
- 4) That it may be mentioned that the settlor before settling the said property by a registered deed of settlement however executed as will dated 26.10.1970 in connection with the said property which was registered in the office of the Sub Registrar Cossipore Dumdum being deed No. 57 for the year 1970 but as during his life time he subsequently settled the said property by a registered deed of settlement dated 12th March ,1984 the said will become null and void
- 5) That subsequently said Pulin Behari Chowdhury died on 08.11.1971 and his wife Parul Bala Chowdhury died intestate on 29.07.2009 leaving behind surviving them two sons and three daughters As the owner of the said property being premises No. 65 Ashokgarh within ward No. 02 o the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now North 24-Pasrganas and as per the terms of the said deed of family settlement said sons and daughters of Pulin Behari Chowdhury and Parul Bala Chowdhury besmear the joint owners of the portion of the said property as got by virtue of family settlement by said Parul bala Chowdhury since deceased the other of the other beneficiaries having undivided equal 1/5th share of the portion of the deceased Parul bala Chowdhury and as per terms of the said deed of family settlement being the beneficiaries each of them became absolute owner of their individual allotted portions as specified in the deed of family settlement.
- 6) That Benoy Kumar Chowdhury son of Late Pulin Behari Chowdhury however died intestate leaving behind surviving him his wife namely (1) Mr. Jhulan Chowdhury wife of Benoy Kumar Chowdhury (2) Tapan Chowdhury son of Late Benoy Kumar Chowdhury (3) Mrs. Mahua Talukdar wife of Tapan Talukdar and daughter of Benoy Chowdhury (4) Mrs. Manjima Das wife of Mr. Mihir Das and daughter of late Benoy Chowdhury and all of them equally inherited the said portion of the said land owned and possessed by said Benoy Kumar Chowdhury since deceased.
- 7) That similar Arati Kundu daughter of said Pulin Behari Chowdhury also died intestate on 17.09.2013 and his husband Mukul Ranjan Kundu predeceased him leaving behind surviving her two sons as legal heirs and representatives namely (1) Subhasis Kundu son of late Mukul Ranjan Kundu and late Arati Kundu (2) Debasish Kundu son of Late Mukul Ranjan Kundu and late Arati

Kundu and both of them inherited the portion of the said land as held land possessed by said Arati Kundu.

- 8) That all the legal heirs of said Pulin Behari Chowdhury and Smt Parul Val Chowdhury namely (1) Bimal Chowdhury son of late Pulin Behari Chowdhury (2) Mrs. Manjima Das wife of Mihir Das and daughter of late Binoy Chowdhury (3) Mrs. Mahua Talukdar wife of Tapan Talukdar and daughter of late Binoy Kumar Chowdhury(4) Tapan Chowdhury son of late Binoy Kumar Chowdhury (5) Mrs. Jhulan Chowdhury wife of late Binoy Kumar Chowdhury (6) Subhasis Kundu son of Late Mukul Ranjan Kundu and Arati Kundu (daughter of Late Pulin Behari Chowdhury) (7) Debasish Kundu son of Late Mukul Ranjan Kundu and Late Arati Kundu (Daughter of Pulin Behari Chowdhury) (8) Smt Soma Sasha alias Mrs. Kasturi Saha wife of Mihir Sasha and daughter of Pulin Behari Chowdhury (9) Mrs. Nandini Pal wife of Bimal Kumar pal and daughter of Late Pulin Behari Chowdhury acquired right title land interest in respect of the said property fully described in the Schedule A here underwritten and possessing the same.
- 9) That while all of them namely (1) Bimal Chowdhury son of late Pulin Behari Chowdhury (2) Mrs. Manjima Das wife of Mihir Das and daughter of late Binoy Chowdhury (3) Mrs. Mahua Talukdar wife of Tapan Talukdar and daughter of late Binoy Kumar Chowdhury(4) Tapan Chowdhury son of late Binoy Kumar Chowdhury (5) Mrs. Jhulan Chowdhury wife of late Binoy Kumar Chowdhury (6) Subhasis Kundu son of Late Mukul Ranjan Kundu and Arati Kundu (daughter of Late Pulin Behari Chowdhury) (7) Debasish Kundu son of Late Mukul Ranjan Kundu and Late Arati Kundu (Daughter of Pulin Behari Chowdhury) (8) Smt Soma Sasha alias Mrs. Kasturi Saha wife of Mihir Sasha and daughter of Pulin Behari Chowdhury (9) Mrs. Nandini Pal wife of Bimal Kumar pal and daughter of Late Pulin Behari Chowdhury were in peaceful possession of the said property fully described in the schedule A hereunder written all of them jointly expressed their desire to sell their entire land measuring about 03 Cottah 08 Chittack 38 square feet premises No. 65 Ashokgarh within ward No. 02 o the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now North 24-Pasrganas with 65 years old three storied cement flooring brick building standing thereon measuring about 3100 square feet (Ground floor 1100 square feet +1024squasre feet on the first floor +976 square feet on the second floor)Super built up area.
- 10) That having come to know about the desire of the aforesaid persons the present Vendor/owner /promoter approached all of them namely (1) Bimal Chowdhury son of late Pulin Behari Chowdhury (2) Mrs. Manjima Das wife of Mihir Das and daughter of late Binoy Chowdhury (3) Mrs. Mahua Talukdar wife of Tapan Talukdar and daughter of late Binoy Kumar Chowdhury(4) Tapan Chowdhury son of late Binoy Kumar Chowdhury (5) Mrs. Jhulan Chowdhury wife of late Binoy Kumar Chowdhury (6) Subhasis Kundu son of Late Mukul Ranjan Kundu and Arati Kundu (daughter of Late Pulin Behari Chowdhury) (7) Debasish Kundu son of Late Mukul Ranjan Kundu and Late Arati Kundu (Daughter of Pulin Behari Chowdhury) (8) Smt Soma Sasha alias Mrs. Kasturi

Saha wife of Mihir Sasha and daughter of Pulin Behari Chowdhury (9) Mrs. Nandini Pal wife of Bimal Kumar pal and daughter of Late Pulin Behari Chowdhury expressing his desire to purchase the said land and the building standing thereon measuring about 03 Cottah 08 Chittack 38 square feet premises No. 65 Ashokgarh within ward No. 02 o the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now North 24-Pasrganas with 65 years old three storied cement flooring brick building standing thereon measuring about 3100 square feet (Ground floor 1100 square feet +1024sqasre feet on the first floor +976 square feet on the second floor)Super built up area. on a total consideration Rs.55,00,000.00 (Rupees Fifty Five lakh)only which was agreed and the then owners of the said land and building named above agreed to sell the same land on such total consideration amount of Rs.55,00,000.00 (Rupees Fifty Five lakh)only and an agreement for sale was executed by and between the present Vendor /owner and the previous owners of the said land on 25.01.2017 and simultaneously with the execution of the said agreement for sale an amount of Rs 35,000.00 was received and acknowledged by the previous owners of the said property named herein above.

- 11) That pursuant to such agreement dated 25.01.2017 and in consideration of payment of Rs.55,00,000.00 (Rupees Fifty Five lakh)only the previous owner of the said property measuring about 03 Cottah 08 Chittack 38 square feet premises No. 65 Ashokgarh within ward No. 02 o the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now North 24-Pasrganas with 65 years old three storied cement flooring brick building standing thereon measuring about 3100 square feet (Ground floor 1100 square feet +1024sqasre feet on the first floor +976 square feet on the second floor)Super built up area was sold and transferred by way of a registered deed of conveyance dated 12the August Two Thousand Seventeen being deed No. 190408343 for the year 2017 registered in the office of the Additional Registrar of Assurances-IV and recorded in Book No. 1 CD Volume No. 1904-2017 pages from 317319 to 317377by the aforesaid owners of the said property namely (1) Bimal Chowdhury son of late Pulin Behari Chowdhury (2) Mrs. Manjima Das wife of Mihir Das and daughter of late Binoy Chowdhury (3) Mrs. Mahua Talukdar wife of Tapan Talukdar and daughter of late Binoy Kumar Chowdhury(4) Tapan Chowdhury son of late Binoy Kumar Chowdhury (5) Mrs. Jhulan Chowdhury wife of late Binoy Kumar Chowdhury (6) Subhasis Kundu son of Late Mukul Ranjan Kundu and Arati Kundu (daughter of Late Pulin Behari Chowdhury) (7) Debasish Kundu son of Late Mukul Ranjan Kundu and Late Arati Kundu (Daughter of Pulin Behari Chowdhury) (8) Smt Soma Sasha alias Mrs. Kasturi Saha wife of Mihir Sasha and daughter of Pulin Behari Chowdhury (9) Mrs. Nandini Pal wife of Bimal Kumar pal and daughter of Late Pulin Behari Chowdhury fully described in the A schedule hereunder written and delivered possession of the same and by virtue of the same the Vendor/owner /promoter herein became absolute owner of the said property

fully described the Schedule A hereunder Written.

- 2) That the Baranagar Municipality duly mutated the said Land in favour the Owner/Vendor herein and Owner/Vendor herein is paying taxes regularly relating to the said Land.
- 3) That the Owner/Vendor herein became absolute in respect of the said plot of Land being piece and parcel of Bastu land measuring about 03 Cottah 08 Chittack 38 square feet premises No. 65 Ashokgarh within ward No. 02 o the Baranagar Municipality being holding No. 121 Mouza Bonhooghly Khatian No. 1323 being R.S. Dag No. 14/726 J. L. No. 6 R.S.No.5 Touzi No. 3027 District the then 24-Pasrganas now North 24-Pasrganas with 65 years old three storied cement flooring brick building standing thereon measuring about 3100 square feet (Ground floor 1100 square feet +1024squares feet on the first floor +976 square feet on the second floor)Super built up area.
- 4) That the Owner/Vendor do hereby declare that they are the absolute owner in respect of the said Land and being seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance and hindrance in any manner whatsoever free from all Orders of the Courts, Tribunals, Forums, Statutory Authorities and/or related proceedings thereto, etc. and that the Owner have absolute seized and possessed of the said 'Schedule A' Land and has good feasible and marketable title to the same.
- 5) The Owner/Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land intent to develop the said Land and the Owner /Vendor / Promoter herein with the intent of undertaking the development of the said Land upon demolishing old delapidated three stored building standing thereon by constructing as multistoried building.

ANNEXURES

ANEXURE A	Copy of the proposed layout plan and the Entire Land
ANEXURE B	Copy of the proposed layout plan and the Apartment

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED by
the **OWNER/VENDOR/PROMOTER/DEVELOPER** at Kolkata
in the presence of :

1.

SIGNATURE OF THE OWNER/VENDOR/PROMOTER/DEVELOPER

2.
SIGNED AND DELIVERED by
the **PURCHASER** at Kolkata
in the presence of :

1.

SIGNATURE OF THE PURCHASER

2.
DRAFT PREPARED BY ME: -

RECEIVED of and from within named Purchaser the within mentioned sum of
Rs. _____ **/- (Rupees** _____ **Only)** in full
payment of the consideration money as per memo below :

MEMO OF CONSIDERATION

Date	Cheque/Cash	Bank and Branch	Amount(Rs.)

(Rupees _____ **Only)**

WITNESSES :

1.

SIGNATURE OF THE OWNER/VENDOR/PROMOTER/DEVELOPER

BRICK & CONCRETE
[Handwritten Signature]
Proprietor