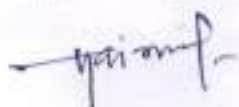


DEED OF CONVEYANCE

VALUED AT RS. _____ /-ONLY

P.S. SHIBPUR, DISTRICT - HOWRAH

THIS DEED OF CONVEYANCE is made on this the
day of January, 2020 (two thousand twenty) A.D.



Contd.....

B E T W E E N

(1) **SRI RABINDRA NATH DATTA**, (PAN ADXPD1205C),
(AADHAAR NO. _____) son of Late Santosh Kumar Datta,
by faith Hindu, by occupation Business, (2) **SRI NIMAI CHARAN
DUTTA**, (PAN ADNPD6786A), (AADHAAR NO. _____)
son of Late Santosh Kumar Dutta, by faith Hindu, by occupation
Business, (3) **SRI DILIP KUMAR DUTTA**, (PAN
ACTPD5911E), (AADHAAR NO. _____), son of Late
Santosh Kumar Dutta, by faith Hindu, by occupation Business, (4)
SRI SYAMAL KUMAR DUTTA, (PAN ADHPD3220D),
(AADHAAR NO. _____), son of Late Santosh Kumar Dutta,
by faith Hindu, by occupation Business, (5) **SRI SOMNATH
DUTTA**, (PAN AFYPD1000J), (AADHAAR NO. _____),
son of Late Santosh Kumar Dutta, by faith Hindu, by occupation
Business, and (6) **SRI SUBHRANGSHU DUTTA**, (PAN
ADHPD3219N), (AADHAAR NO. _____), son of Late
Santosh Kumar Dutta, by faith Hindu, by occupation Business, all
are residing at 20, Chintamoni Dey Road, Post Office, Police Sta-
tion and District Howrah - 711101, represented by their Constituted
Attorney **SHREE SHYAM DEVELOPERS** (PAN
ADXFS4380B), having its registered office at 2, Belilious Road,
Howrah - 711101, represented by its partners namely (1) **M/S.**

KAMALPUSHP DEVELOPERS PRIVATE LIMITED, (PAN AAFCK6183N) having its registered office at 2, Belilious Road, Howrah - 711101, (2) **SRI PAPPU SINGH**, Son of Sri Ram Narayan Singh, residing at 2, Belilious Road, P.O. Howrah, P.S. Howrah, District Howrah - 711101 (3) **SRI BIKASH JAISWAL**, son of Sri Ram Sajiwan Jiaswal, residing at 384/385, Belilious Road, P.O. and P.S. and District Howrah - 711101, (4) **SMT. NISHA GOEL**, Wife of Sri Vikram Goel, residing at 433/1, Sarat Chatterjee Lane, P.O. Bataitala, P.S. Shibpur, District Howrah - 711103, hereinafter called and referred to as the **OWNERS/VENDORS** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the **FIRST PART** ;

A N D

_____ Son of _____, by faith Hindu, by occupation _____, residing at _____, hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**;

(4)

A N D

SHREE SHYAM DEVELOPERS (PAN ADXFS4380B), having its registered office at 2, Belilious Road, Howrah - 711101, represented by its partners namely (1) **M/S. KAMALPUSHP DEVELOPERS PRIVATE LIMITED**, (PAN AAFCK6183N) having its registered office at 2, Belilious Road, Howrah - 711101, (2) **SRI PAPPU SINGH** (PAN CAUPS5212G), (AADHAAR NO. _____), Son of Sri Ram Narayan Singh, by faith Hindu, by occupation Business, residing at 2, Belilious Road, P.O. Howrah, P.S. Howrah, District Howrah - 711101 (3) **SRI BIKASH JAISWAL**, (PAN AETPJ2878L), (AADHAAR NO. _____), son of Sri Ram Sajiwan Jiaswal, by faith Hindu, by occupation Business, residing at 384/385, Belilious Road, P.O. and P.S. and District Howrah - 711101, (4) **SMT. NISHA GOEL**, (PAN ACVPJ1173C), (AADHAAR NO. _____), Wife of Sri Vikram Goel, by faith Hindu, by occupation Business, residing at 433/1, Sarat Chatterjee Lane, P.O. Bataitala, P.S. Shibpur, District Howrah - 711103, hereinafter called and referred to as the **CONFIRMING PARTY/DEVELOPERS** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its/their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **THIRD PART**;

Contd.....

WHEREAS in this Indenture unless it be contrary to the context, the following words shall have the following meaning :

- A) **SAID PREMISES** : shall mean and include **ALL THAT** piece and parcel of mokrari mourashi Bastu Land containing by estimation of an area about 01 (one) Bigha 05 (five) Cottahs 04(four) Chittaks 08(eight) Sq. Ft. be the same a little more or less situated and lying at Municipal holding No. 360, G.T.Road (South), Police Station Shibpur, District Howrah, under H.M.C. Ward No. 40, together with the existing building , more particularly described in the '**FIRST SCHEDULE**' hereunder written .
- B) **BUILDING** shall mean the existing building standing at said premises which has been constructed according to the building plan being BRC No. 124/15-16, which has been sanctioned on _____ by the Howrah Municipal Corporation, in respect of the said premises with such modification or amendment as may be thereto from time to time and other spaces intended for the enjoyment of the said building .
- C) **FLAT** shall mean ____ () bed room, ____ () kitchen, ____ () dining, ____ () bath and privy including all fixtures

and fittings containing an area of _____ Sq. Ft. including super built up area more or less being situated on the _____ side of the _____ Floor being Flat No. " _____" of the said building, more particularly described in the SECOND SCHEDULE hereunder written .

D) COMMON PARTS /COMMON FACILITIES shall mean the equipments and accessories provided for and/or reserved in the said building including the common areas, motor pump, electrical installation, lift etc. and all other equipments for common use and enjoyment of various portions of the said building by the Purchaser of other co-purchasers/occupiers .

E) COMMON EXPENSES shall mean and include proportionate share of the costs, charges and expenses for working maintenance upkeep repairs and replacement of the common easement / common facilities including proportionate share of all taxes and levies relating to or connected with the said building and the said premises more particularly described in the THIRD SCHEDULE, FOURTH SCHEDULE and FIFTH SCHEDULE hereunder written .

F) COMMON EASEMENT in relation to any flat/unit /apartment shall mean the easement, quasi-easement, rights, privileges and

appurtenances, appertaining to such flat/apartment for its reasonable enjoyment and occupation .

WHEREAS all that the piece and parcel of Bastu Land containing an area measuring about 01 Bigha 05 Cottahs 04 Chittaks 08 Sq. Ft. be the same a little more or less together with old dilapidated structure thereat comprised in Howrah Municipal Corporation premises No. 360, G.T.Road (South), Police Station Shibpur, District Howrah, Howrah Municipal Corporation Ward No. 40, within the jurisdiction of the Office of the District and Additional District Sub-Registrar, Howrah, which is morefully and particularly described in the First Schedule hereunder written hereinafter referred to as the "Said Property" along with other properties originally belonged to one Sukumar Roy Chowdhury, Kalohari Roy Chowdhury, Bhajahari Roy Chowdhury, Keshab Roy Chowdhury and Nilim Kumar Roy Chowdhury who got right, title and interest in respect of the said property by way of inheritance from their respective predecessors and at the time of enjoyment of the said property, on 19.08.1942 corresponding to 2nd Bhadra, 1349 B.S. sold, they conveyed and transferred the same in favour of one Santosh Kumar Dutta (since deceased) and Gouripada Mukhopadhyay (since deceased) and the document was registered with the Office of the District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 30, Pages from 261 to 271, Document, being No. 1732 for the year 1942 .

Contd.....

AND WHEREAS at the time of enjoyment of the said property, the said Santosh Kumar Dutta and Gouripada Mukhopadhyay constructed a Cinema Hall upon a portion of the said property and was carrying on their business .

AND WHEREAS subsequently the said Gouripada Mukhopadhyay died intestate and his legal heirs and successors, sold, conveyed and transferred their shares in favour of Santosh Kumar Dutta (since deceased) on 12.12.1962 corresponding to 26th Aghrayan, 1369 and the said deed of sale was registered with the Office of the Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 89, Pages from 94 to 98, Document Being No. 4848 for the year 1962 and thus said Santosh Kumar Dutta (since deceased) became the sole and absolute owner and occupier of the same and was seized and possessed of and/or otherwise well and sufficiently entitled to all that the said property freely, absolutely and free from all encumbrances whatsoever in the demised premises .

AND WHEREAS subsequently said Santosh Kumar Dutta (since deceased) settled all his properties in favour of his seven sons viz. Rabindra Nath Datta, Nimai Charan Dutta, Dilip Kumar Datta, Syamal Kumar Datta, Somnath Dutta and Subhrangshu Dutta i.e. the Owners/Landlords herein along with one Sri Subal Dutta and five daughters by executing a testamental document/Will written to Bengali

dated 27.11.1973 corresponding to 11th Aghrayan, 1380 B.S. whereby the said Santosh Kumar Dutta bequeathed his estate /property in favour of his said seven sons and the said Will was registered in the Office of the Sadar Joint Sub-Registrar, Howrah and recorded in Book No. III, Volume No. 4, Pages 3 to 5, Being No. 43 for the year 1973 .

AND WHEREAS after demise of the said Santosh Kumar Dutta the necessary probate of said Will have been obtained by the Owners/Landlords hereto along with one Sri Subal Dutta on 26.07.2007 and probate was granted by the Learned District Delegate, Howrah .

AND WHEREAS since having all right, title and interest of the said sons of said Santosh Kumar Dutta (since deceased) namely one of them Sri Subal Dutta, on 22.06.2010, due to his love and affection, gifted, conveyed and transferred a demarcated area measuring about 4 Cottahs 4 Chittaks 40 Sq. Ft. be the same a little more or less in favour of his son namely Sri Sudipta Dutta in which the Owners/Landlords herein also have joined as Confirming Parties and the document was registered with the office of the District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 14, Pages from 6697 to 6717, Being No. 06243 for the year 2010 and thus the Owners/Landlords herein became the joint owners and occupiers each having their respective undivided shares at present

seized and possessed of and/or otherwise well and sufficiently entitled to all that the said property freely, absolutely and free from all encumbrances whatsoever in the demised premises .

AND WHEREAS thus the remaining six sons of said Santosh Kumar Dutta (since deceased) became the joint owners and occupiers of the said property as described in First Schedule hereunder .

AND WHEREAS the owners hereto becoming joint lawful owners and occupiers, all the landlords after having discussions with each other settled that the said property should be developed by way of raising new masonry building upon the said property and in such effect all the landlords jointly discussed with M/s. Olive Realcon, a Partnership Firm governed by the Indian Partnership Act, 1932 having its office at 78, G.T.Road (South), Post Office, Police Station & District Howrah - 711101, represented by its Partners (1) Sri Surendra Kumar Agarwal (2) Sri Mohit Agarwal (3) Hansa Devi Agrarwal and (4) Smt. Swapna Paul and it has been settled that the parties of the First Part will engage the said M/s. Olive Realcon as Developer . In such effect an agreement for development was executed and registered on 10.09.2013 and recorded in Book No.I, Volume No. 15, Pages 6055 to 6093, Being No. 07320 in the Office of A.D.S.R. Howrah and a deed of Power of Attorney was also executed and registered on 10.09.2013, which has been recorded in Book No. I,

Contd.....

Volume No. 15, Pages 6476 to 6496, Being No. 07321 in the Office of A.D.S.R. Howrah .

AND WHEREAS said partners of partnership business viz. "M/s. OLIVE REALCON", being the Developers have done some acts, including sanction of building plan for raising building being BRC No. 124/15-16 in terms of said Agreement and Power of Attorney dated 10.09.2013 .

AND WHEREAS subsequently due to some personal problems between the partners, the said Developer "M/s. OLIVE REALCON" and the Owners hereto mutually cancelled the said agreement Being No. 07320 by a Deed of Cancellation of Agreement which has been recorded in Book No. I, Volume No. 513, Pages 83507 to 83528, Being No. 051302632 in the Office of D.S.R.-II, Howrah and said Power of Attorney Being No. 07321 also revoked by a Deed of Revocation of Power of Attorney dated 22.05.2019 which has been recorded in Book No. IV, Volume No. 513 , Pages 3534 to 3551, Being No. 051300177 in the Office of D.S.R. - II, Howrah .

AND WHEREAS subsequently the parties of the First Part hereto, being desirous to develop their said property on Joint Venture basis have entered into an Agreement with the party of the Third Part herein to develop the said property by way of erection of new

Contd.....

building thereat according to said sanctioned plan Being No. BRC 124/15-16 as a Developers and the said agreement has been executed and registered on _____ and recorded in Book No. _____, Volume No. _____, Being No. _____, Pages _____ to _____ for the year _____ in the Office of District Sub-Registrar, Howrah .

AND WHEREAS the owners hereto also empowered the partners of said Partnership Firm, i.e. the party of the Third Part herein to do all acts, deeds and things including the power to transfer/alienate the flats/shops/garages of the said property in favour of any Purchaser/Purchasers by a registered deed of Power of Attorney, which has been recorded in Book No. I, Volume No. 0513, Pages 88622 to 88668, Being No. 051302635 for the year 2019 in the Office of District Sub-Registrar Howrah .

AND WHEREAS the party of the Third Part have already completed the construction work of new building over the said property in accordance with sanctioned plan, being No. BRC 124/15-16 dated _____ .

AND WHEREAS after completion of the new building the Vendors hereto through their constituted attorneys and developers

have declared to sell one self contained flat together with all essential services in the building at a marketable consideration of Rs. ____/- (Rupees _____) only .

AND WHEREAS the Purchaser hereto, being desirous or acquiring and/or owing the concerned flat measuring an area of ____ Sq. Ft. more or less together with proportionate charges for essential common services in the multistoried building being situated on _____ side of _____ Floor of said building which has morefully described in the **SECOND SCHEDULE** written hereunder and more particularly delineated in colour **RED** in the annexed map hereto approached to the Vendors hereto through his Constituted Attorney / Confirming Parties/Developers hereto to sell the said Flat together with share of all essential common services in the building at the marketable consideration to them .

AND WHEREAS the Developers/Confirming Parties/ Constituted attorneys of the Vendors have agreed to sell the said Flat of the said building, more particularly described in the **SECOND SCHEDULE** hereunder, together with proportionate undivided share or interest in the said land of the said premises and all share of all common services in the project/building as mentioned in the **THIRD SCHEDULE** and **FOURTH SCHEDULE** hereto and free from all

encumbrances, trusts, charges, liens, lispendens, attachments, claims to the Purchasers hereto at a total consideration of Rs. _____/-
(Rupees _____) only .

AND WHEREAS the parties hereto have already entered into an agreement for sale on _____ and the Vendors/Developers have also accepted earnest money out of total consideration .

AND WHEREAS the Purchasers have already paid the total consideration money on different dates as per memo of consideration of this indenture to the Vendors through their Constituted Attorneys/Confirming Parties/ Developers hereto .

NOW THIS DEED OF SALE WITNESSETH in pursuance of the said agreement and in consideration of a sum of Rs. _____/- (Rupees _____) only well and sufficiently and truly paid by the Purchaser to the said Confirming Parties/Developers before the execution of this present (the receipts whereof the said Vendors through their constituted attorneys hereby admit and acknowledge the same) and the Vendors/ Constituted Attorneys/Confirming Parties doth hereby grant, convey, transfer, sell, release, assign and assure free from all encum-

branches, attachments, charges, liens, claims, demands liabilities and trusts whatsoever to the said Purchaser absolutely and forever and deliver the khas possession of ALL THAT the Flat comprising an area measuring about _____ **Square Feet** more or less including share of all essential services in the project/building which have on the _____ **Floor** morefully described in the SECOND SCHEDULE hereunder written and more particularly delineated in the colour RED in the annexed plan hereto TOGETHER WITH proportionate undivided and impartible share of interest in the said land as described in the First Schedule hereunder written TOGETHER WITH proportionate rights and claims in all common areas and facilities advantages, privileges, belonging there unto and all benefits and obligations and covenants herein mentioned in the THIRD and FOURTH SCHEDULE hereunder provided jointly with other co-sharers of the said building of the said premises .

AND WHEREAS with all rights over the common area and facilities, passage, morefully described in THIRD SCHEDULE hereunder written and TOGETHER WITH all vertical and lateral supports, easements, advantages, liberties, appendages, appurtenances whatsoever appertaining subject to payment of all rates, taxes and impositions in respect of the said flat so long on Ownership Association is formed and subject to the terms and conditions and

covenants herein contained AND ALL the rights, title, interest estate in property, claims and demands whatsoever both at law or in respect of the said undivided share in the land and the said flat hereby conveyed and every part thereof TO HAVE AND TO HOLD the said flat and proportionate or undivided share or interest in the land and all common areas and facilities, the purchaser absolutely and forever TOGETHER WITH absolute right to grant, transfer, convey and/or assign the same subject to the performance and observance of the terms and conditions and covenants herein contained AND the Vendor doth hereby covenants herein with the said Purchasers.

1) THAT NOTWITHSTANDING any act, deed matter or thing which made/done/committed or executed by the Vendor or knowingly suffered to the contrary to the said Vendor / Developers/Confirming Parties have got good rightful power absolutely and indefeasible authority to grant, sell, convey, transfer and assure the said flat TOGETHER WITH the proportionate undivided share or interest in the said land and the share of essential services in the project/building unto the Purchaser in the manner aforesaid and deliver vacant and peaceful khas possession of the said flat mentioned in the SECOND SCHEDULE hereunder simultaneously with the execution of these presents .

2) **AND THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said flat and the proportionate undivided share or interest in the said land and the common areas and facilities and every part thereof and receive and rents issues and profits thereof without any lawful eviction interruption hinderances, disturbances, claims and demands whatsoever from or by the Vendor and Confirming Parties/Developers or any persons or persons lawfully or equitably claiming from through under or in trust for the Vendor and Confirming Parties/ Developers and freely and clearly and absolutely acquitted, exonerated, discharged saved, harmless and kept indemnified of and from against all estate, charges, liens, encumbrances lispendences, trusts, whatsoever made done or suffered by the Vendor and Confirming Parties/Developers or any person or persons claiming, interest in the said land .

3) **AND** further that the Vendor and Confirming Parties/Developers and all persons having or lawfully claiming any estate or interest in respect of the said flat/unit **TOGETHER WITH** proportionate undivided share or interest for the Vendor and Confirming Parties/Developers lawfully will from time to time and at all times thereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all such further acts, deeds and things matters what-

soever for better and/or more perfectly and absolutely conveying granting and assuring the said flat including proportionate undivided share or interest to the said land and every part thereto unto the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required .

4. AND further that the purchaser shall be entitled to use and enjoy the common areas or spaces and facilities as specified in the THIRD & FOURTH SCHEDULE hereunder written .

5. AND further that the purchaser shall maintain the said building by paying maintenances charges proportionately on covered area of the flat through the ownership Association of the said building by recording their names as member of said Association and till the formation of Association either the owner will mutually pay the charges or through the Confirming Parties/Developers .

THE VENDORS DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER AND DECLARE THAT :

i) The vendors/developers have good right, title and interest and absolute power and authority to sell, grant or convey, assign, assure and transfer the said Flat together with undivided impartible share in the said land of

the said premises in the manner aforesaid and that the Purchaser shall have also full right, peacefully and quietly enjoy the same, receive, rents, profits, convey, sell, transfer, issues and profits thereof and without any lawful eviction, interruption, claim and/or demand to any person having or lawfully claiming hereunder or in trust for the vendor .

ii) The Vendor doth hereby further covenant that it has not encumbered the said premises in any way or knowingly done anything affecting the title, right or interest in the said premises or the property conveyed hereby .

iii) The vendor also covenant that the Purchaser shall have proportionate undivided and impartible share in the common areas and facilities as described in the **THIRD SCHEDULE** below and enjoy the same as per rules and regulations as be framed by the Association in addition to certain rights and privileges described in the **FOURTH SCHEDULE** below without limiting the easement rights .

iv) The Vendor and the Developers/Confirming Parties covenant with the Purchaser that if any error, mistake in the description of the said flat be discovered subsequently will be corrected by the vendor

by executing necessary rectification deeds in favour of the Purchaser.

- v) The Purchaser shall make all arrangement for mutation of her name in the Assessment Register or in the Record of Howrah Municipal Corporation as well as in settlement record and all records of right in respect of the concerned flat and the vendor/ confirming parties/ developers shall have no objection to that .

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-

- i) That the Purchaser shall contribute proportionate cost to keep and maintain the said common space or spaces and facilities jointly with other co-owners and he shall maintain at his own cost and the said flat in good repair and habitable condition .
- ii) **AND** further that the Purchaser shall pay proportionately with other co-owners all the municipal rates and taxes and all other outgoings and impositions in respect of the said flat only till his separate mutation.
- iii) The Vendor has agreed with the Purchaser that as soon as the deed is executed between aforesaid parties, the vendors and the con-

firming parties/developers shall handedover the khas possession and also maintenance of the said flat of the building in favour of the Purchaser .

- iv) **PROVIDED ALWAYS** that the Purchaser shall abide by the terms and conditions for management and maintenance etc. set out in the Schedule below and shall discharge all the liabilities of common expenses as described in the **FIFTH SCHEDULE** below .

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of mokorari mourashi "Bastu Land" measuring about 01 (one) Bigha 05 (five) Cottahs 04(four) Chittaks 08(eight) Sq. Ft. more or less together with new building known as " _____ " thereupon including all rights of easement thereto within the Municipal holding No. 360, G.T.Road (South), Police Station Shibpur, District Howrah, Howrah Municipal Corporation Ward No. 40, being butted and bounded as follows :-

ON THE NORTH : 359/1, G.T.Road .

ON THE SOUTH : G.T.Road .

ON THE EAST : 360/1, 359, 359/1, G.T.Road .

ON THE WEST : 361/A, 361, G.T.Road .

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one self contained flat being Flat No. “__” consisting of __ () bed room, __ () kitchen, __ () dining, __ () bath and privy, including all fixtures and fittings containing an area of ____ **Square Feet Carpet Area** being situated on _____ **side** in the ____ **Floor** together with all essential services in the building (the cost of which has been also included with total consideration) of the said building comprised in holding No. 360, G.T.Road (South), Police Station Shibpur, District Howrah, more particularly delineated in colour **RED** in the annexed plan hereto togetherwith proportionate undivided impartiable and variable share or interest and ownership in the land fully described in the **FIRST SCHEDULE** above written . The Flat being butted and bounded by as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Described and details of the common areas and facilities and amenities which are part of the apartment/plot as well as part of the project)

- 1) The foundations, columns, girders, beams, supports, main walls, lobbies, fire exit, entrance exit, internal path or passage leading to and from public road .

- 2) Installations of common service such as power, gas, light, water, sewerage, drains and rain water pipes, including ductings connected to the corporation outlets .
- 3) Ductings, liens, including T.V.and internal communications, liens and in general all apparatus and other installations and equipments or facilities now existing or installed hereinafter for common use .
- 4) Boundary walls, main gates, side gates fencing etc .
- 5) Staircases from ground floor to top floor, landing, meter room, overhead tank and under-ground reservoir including the places for installation .
- 6) Wiring and accessories for general power supply and fittings and lights in the main gates and installations of common services .
7.
 - i) The rights of common ways in all the common portions of all floors .
 - ii) Right to use the roof for installing antennas, overhead tank and repairing thereof as well as for daily necessary purposes only .
 - iii) The right of passage of utilities including connections for electricity, water, sewerage, telephone, television etc. through each and every part of the building in the said flat .

- iv) The absolute unfettered and unencumbered rights over the common portion subject to the terms and conditions herein contained .
- v) Common passage ways and lobby of all floor to top floor .
- vi) Right to supports, shelter and protection of each portions of the building by other portion and/or other portions thereof .
- vii) Main gate ingress in and egress out situated at the main entrance from Road side .
- viii) Such right of support, easements and appurtenances as are usefully held, uses, occupied or enjoyed as part or parcel of right of the said flat/unit .

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses for maintenance of common portions)

The Purchaser shall have to pay the proportionate charges for the common portion :-

- i) The salaries and other expenses, if any of all persons employed for the common purposes .
- ii) The expenses and deposit for supplies of common utilities by the co-owners in the building .
- iii) Costs of establishment and preparations of the flat owners association relating to the common purposes .

- iv) All officials and administrative and overhead expenses incurred by the common purpose .
- v) All other expenses and outgoings as are deemed necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repair, painting, and/or periodic repairing of the common portions including all sorts of capital expenditures portions for the common purpose of upkeep of the building .

THE FIFTH SCHEDULE ABOVE REFERRED TO

1) **TRANSFER AND DISMEMBERMENT** :

- a) The properties and the rights hereby conveyed to the Purchaser those arising out of this presents shall be one flat and shall not be partitioned or dismembered in part or parts in any manner save with consent of the association .
- b) [★] The Purchaser shall be entitled to let out or part with possession of the said flat/unit as they think fit and proper .
- c) Notwithstanding the aforesaid no transfer shall be effected or any part sort whatsoever by the Purchaser until such time the Purchaser pay and discharge all the debts and liabilities to the Association .

d) Subject to the provisions contained in the said deed and subject to the provisions of law for the time being in force, the Purchaser shall be entitled to exclusive ownership possession and to enjoyment of the said unit together with all benefits rights and facilities as herein specifically provided along with the proportionate share in land hereby conveyed to the Purchaser including right to use common portions with the right of easement which shall be hereditably and transferable like other immovable properties have save and except subject to the extent elsewhere herein contained .

e) In case of any transfer, if the Purchaser divests themselves of their ownership of the said flat, then such transfer shall be accompanied with the transfer of all the interest in the said land or the flat for common right and areas facilities and such transfer shall be subject to all the condition herein contained and abide by all the covenants and pay all amounts payable and by the Purchaser hereunder and such transferees shall also have all rights as the Purchaser might have hereunder moreover any transfer shall not be in any manner inconsistent with and the covenants herein contained .

2) **MUTATION TAXES AND IMPOSITIONS :**

a) The Purchaser will apply for mutation in respect of the pur-

chased flat and obtained mutation in his name in the Record of Howrah Municipal Corporation and other relevant records .

b) Until such time as the concerned flat comprised in the "said unit/flat" to be not separately assessed and/or mutated in respect of municipalities rates and taxes and impositions the Purchaser shall pay wholly in respect of the said flat /unit to the vendor or his agent or Society .

c) Upon the separation and/or mutation in the record of Howrah Municipal Corporation in respect of the said flat for the purpose of liability of municipal rates and taxes and impositions the Purchaser shall pay wholly such tax and impositions in respect of the said flat to municipal authorities directly .

d) Besides the amount of such municipal rates, taxes and impositions and the Purchaser shall also bear and pay all other taxes and impositions including multistoried building tax, urban land tax, water tax etc. or if any proportionately in respect of the land or building or common areas and wholly for the said unit .

3) MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :-

a) Upon the Purchaser fulfilling its obligations and movement hereunder the vendors and upon the formation the association shall manage, maintain and control and common areas and facilities and do all the acts, deeds and things as be necessary or expedient for the common purpose and the Purchaser shall be co-operative with association therefore and shall pay to the vendor or to the agent till formation of Society of common expenses as determined by mutual calculation .

b) The Society or the agent of the Confirming Parties/Vendor may frame such rules and regulations and bye laws from time to time for the common purpose and for quite and peaceful enjoyment of the building as they may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser will observe and abide by the same and shall not do any thing whereby the same may be violated .

4) USE OF THE SAID UNIT AND THE COMMON PORTIONS:-

A. The Purchaser will do the following :-

a) She keep at her own cost and expenses the said flat/unit and every parts thereof and fixtures and fittings therein property painted

and in such good repairs and in a neat and clean condition .

b) Use the said Flat and all the common portions carefully and peacefully and quietly and in the manner reasonably indicated herein or in the rules and framed by the vendor and/or the association for the use thereof.

c) Use all parts passages for the purpose of ingress and egress and ingress and for any other necessary purposes whatsoever .

d) Use the said flat only for the purpose of residential as mentioned in the second schedule above and for no any other purposes whatsoever unless otherwise expressly mentioned herein or otherwise by written consent of the vendor .

e) While using the said unit or any part thereof or the common areas or facilities or otherwise the Purchaser shall not do any of the following acts, deeds and things .

i) Injure harm or damage the common portions or any other units in the building or making any alterations or withdrawing any support or otherwise .

ii) After taking possession of flat any other portion elevation or

colour scheme or the said unit or the building .

iii) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portions .

iv) Place or cause to be placed and article or subject to the outside of windows of the said unit .

v) Causing any damage to or do any encroachment over the side/ common space of the building or any portion thereof .

vi) Carry on or cause to be carried on any obnoxious injuries, noisy, dangerous, hazardous illegal, or immoral activity in the said Unit/flat or any where in the buildings .

vii) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building .

viii) Keep or store or allow to be kept or stored any offensive combustible obnoxious, hazardous or dangerous articles in the said Flat or in the said common portions .

ix) Affix or draw any wires, cables pipes etc. from and to or through any of the common portions of other units save in the manner as expressly mentioned herein or permitted by the Vendor in writing .

x) Keep any heavy articles or things as are already damages the floor or operate any machine save those are required for usual do-

mestic purposes .

5) PAYMENT AND DEPOSITS TOWARDS TAXES IMPOSITIONS COMMON EXPENSES & DEPOSITIONS :-

- a) The deposits and payment by the Purchaser in terms thereof including those mentioned hereinabove shall be made by the Purchaser within seven days of the vendors or the association by leaving its bill for the same in the said unit or at the above address of the Purchaser .
- b) All amount to be deposited by the Purchaser in pursuance hereof shall be utilized only for the purpose for which the same has been made subject however to the other provisions hereof .
- c) It is clarified that out of the payment and deposits mentioned herein above in case there be any deficit, the Purchaser shall pay further amount and in case thereby any excess the same be refunded by the association to the Purchaser to and/or adjusted in the future bills .
- d) In case of default by the Purchaser in making any payment or deposit provide herein, the vendors and upon formation of the Association or their agent shall be entitled to withhold the all utilities and facilities to the Purchaser and/or other services unit the time the Purchaser continues or remain in default without prejudice or the association that right to demand or realise the amount in respect of such

default has been committed together with interest thereon .

e) The Purchaser will not in any manner interfere with or obstruct the aforesaid right of the present vendor or Society or his agent and shall not make any demand for losses or damages in connection therewith .

6) MISCELLANEOUS :

a) Any delay or indulgence by the vendors or the Association in enforcing the terms of these presents or any forbearance in giving of time to the Purchaser shall not be constructed as a waiver of any breach or non-compliance nor shall the same or in any manner prejudice the right of the Vendor or Society .

b) All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser at the rate of C.E.S.C. Ltd. The vendors shall at the costs or expenses of the Purchaser affix or instal a sub-meter where the main meter has been installed and allow to take reading of the electric consumed in the said unit .

c) As between the vendor and/or the association of the one part and the Purchaser of the other part, the Purchaser shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims cost proceeding and actions arising out due to any non payment of other default in observance of the terms and conditions hereof by the other .

- d) The proportionate share of the purchaser in various matter herein shall be such as may be determined by the vendors or association and the purchaser shall bound to accept the same notwithstanding thereon be doing minor variations therein for the sake of convenience .
- e) The Purchaser shall maintainand/or keep its servant at his own risk and cost inside the said flat/unit only .
- f) All notices to be served hereunder by the vendor or their agent to the Purchaser shall be deemed to have been served within fourth day of the same and had been delivered on the Purchaser .

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the mentioned consideration of sum of Rs. _____/- (Rupees _____) only as per memo below .

<u>Name of the Bank</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
-------------------------	-------------------	-------------	---------------

Rs.

(Rupees _____) only .

IN WITNESS WHEREOF the Vendors, Purchaser, Confirming Party/Developers hereto have set and subscribed their hands and seals on this day, month and year first above written.

SIGNED, SEALED & DELIVERED
IN PRESENCE OF WITNESSES :


1.

2.

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASER

Drafted by and prepared in
my presence :-


Advocate .
Howrah Judges' Court.

**SIGNATURE OF THE CONFIRMING
PARTIES/ DEVELOPERS**

Typed by :-

Howrah Court.

