

### DEED OF CONVEYANCE

**THIS INDENTURE OF CONVEYANCE** made on this                    day of                    , Two Thousand Twenty(2020) **BETWEEN (1) SRI ABHISHEK BANKA (PAN No.AISPB7914J) (Aadhaar No.656206167783) (2) MR. ADITYA BANKA** (PAN No.AJTPB0698M) (Aadhaar No.385859519567) both sons of Sanjay Kumar Banka and **(3) SRI SWATIE GUPTA** (PAN No. AISPB7912Q) (Aadhaar No.896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, P.S. – Bidhannagar(North), Kolkata – 700064, District – North 24-Parganas, West Bengal,**(4) SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, all by religion Hindu, Nationality Indian, all by Occupation Business, hereinafter referred to as the **Owners** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators,

legal representatives and assigns) of the **FIRST PART. The Owners No. 1 to 3 are represented by Constituted Attorney Holder namely SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, being the Owner No.4 and Promoter, under refuge of Development Power of Attorney dated

\_\_\_\_\_ registered

\_\_\_\_\_, recorded

**AND**

**SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, all by religion Hindu, Nationality Indian, all by Occupation Business, hereinafter referred to as the **Owner/Vendor/Promoter** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

\_\_\_\_\_ hereinafter collectively referred to as the "**PURCHASER/ALLOTTEE**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** by Government of West Bengal Housing Department (N.T.P), Branch, Notification No. 580-H1/HG/NTP-2L-9/99 (Pt) dated Kolkata, 27.10.2006, the State of West Bengal has under Section 29(1) of the West

Bengal Housing Board Act, 1972 (West Bengal Act XXXII of 1972), transferred a land measuring more or less 54.24 Acres in Mouza Mahishbathan, J.L. No. 18 and Thakdari J.L. No. 19, both under Police Station Rajarhat, District North 24 Parganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. A Government Company incorporated under the Companies Act, 1956, (hereinafter referred to as WBHIDCO) vide their Memo No. 2176/HIDCO/Admn-608/2004 DATED 18.05.2006 AND 4602/HIDCO/Admn/608/2004 DATED 11.08.2006, measuring more or less 10.26 Acre land in the same area, totalling an area of 64.60 Acres of land at Action Area -1C, NOW CE-1, within CE Block at Rjarhat New Town, Kolkata AND THE Board is in the peaceful possession of the same.

**AND WHEREAS** the Board with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (hereinafter called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land – CE/1 of Eastern Green Project in New Town, Kolkata.

**AND WHEREAS** in pursuant to the application made by (1) Ms. Neera Garodia (2) Brijmohan Garodia for purchase a piece and parcel of land in the said project to erect a building thereon for residential purpose and agreeing to comply with the terms and conditions prescribed by the BOARD for the purchase of plots in the said project.

**AND WHEREAS** the said Board has accepted her aforesaid proposal and sold, conveyed and transferred a plot of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas in favour of (1) Ms. Neera Garodia (2) Brijmohan Garodia by virtue of One Deed of

Conveyance duly registered before the Additional Registrar of Assurances – II, Kolkata execution dated 25<sup>TH</sup> July, 2008 and registered dated 25<sup>TH</sup> July, 2008 recorded in Book No. I, Volume No. 82, Pages from 5244 to 5253, Being No. 06839 for the year 2008 and subsequently the said Board also handed over the said property in her favour by issuing one letter of Possession Being No- 2861/HB dated 25.07.2008, dated 17.07.2012.

**AND WHEREAS** the said (1) Ms. Neera Garodia (2) Brijmohan Garodia became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the said piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas And there after mutated their names in record of NKDA being certificate no 1511/2012, under FORM-G, being Assessee no- 01-24-140000222-01-000000

**AND WHEREAS** the said (1) Ms. Neera Garodia (2) Brijmohan Garodia applied for sanction of building plan before New Town Kolkata Development Authority, hereinafter referred to as **NKDA**, Kolkata and the said **NKDA** sanctioned a building plan of G Plus IV storied Residential Building vide Building Plan No. 0140022220181212, dated 28<sup>th</sup> January, 2019.

**AND WHEREAS** by an Indenture of Conveyance dated execution dated 06.02.2020, and registered dated 11<sup>th</sup> February, 2020, made between (1) Ms. Neera Garodia (2) Brijmohan Garodia both jointly therein called the Vendors of the One Part and **1) SRI ABHISHEK BANKA (PAN No.AISPB7914J) (Aadhaar No.656206167783) (2) MR. ADITYA BANKA (PAN No.AJTPB0698M) (Aadhaar No.385859519567) both sons of Sanjay Kumar Banka and (3) SRI SWATIE GUPTA (PAN No. AISPB7912Q)**

(Aadhaar No.896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, P.S. – Bidhannagar(North), Kolkata – 700064, District – North 24-Parganas, West Bengal,(4) **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, therein called the Purchaser of the Other Part and registered at Additional District Sub-Registration Office Rajarhat, New Town, recorded in Book No. 1, Volume No. 1523-2020, pages from 71191 to 71229, Being No. 152301436, for the year 2020 the said (1) Ms. Neera Garodia (2) Brijmohan Garodia for the consideration therein mentioned granted sold transferred and conveyed unto and in favour of **1) SRI ABHISHEK BANKA (PAN No.AISPB7914J) (Aadhaar No.656206167783) (2) MR. ADITYA BANKA** (PAN No.AJTPB0698M) (Aadhaar No.385859519567) both sons of Sanjay Kumar Banka and **(3) SRI SWATIE GUPTA** (PAN No. AISPB7912Q) (Aadhaar No.896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, P.S. – Bidhannagar(North), Kolkata – 700064, District – North 24-Parganas, West Bengal,(4) **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, **ALL THAT** piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas fully described in the **Schedule** thereunder as well as hereunder written absolutely and forever.

**AND WHEREAS** the said ) **SRI ABHISHEK BANKA (PAN No.AISPB7914J) (Aadhaar No.656206167783) (2) MR. ADITYA BANKA** (PAN No.AJTPB0698M) (Aadhaar No.385859519567) both sons of Sanjay Kumar Banka and **(3) SRI SWATIE GUPTA** (PAN No. AISPB7912Q) (Aadhaar

No.896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, P.S. – Bidhannagar(North), Kolkata – 700064, District – North 24-Parganas, West Bengal,(4) **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin: 743502, District – South 24-Parganas, became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the said piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas fully described in the Schedule thereunder as well as hereunder written absolutely and forever.

**AND WHEREAS** since then the Vendors herein has become the absolute owner of the said property and is now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendor shall think fit and proper submitted the same before the concerned Authority for necessary approval apply for mutated his name in the records of NKDA and obtained FORM G vide Certificate No. 0101522011000730 dated 23<sup>rd</sup> April, 2020, And thereafter mutated their names in record of NKDA being Assessee no.-014-022-e-00-00001-12

**AND WHEREAS** with a view to develop the aforesaid property by raising construction of a multi-storied building, the Vendor herein applied for changing the name in place of (1) Ms. Neera Garodia (2) Brijmohan Garodia before the concerned Authority on the already Sanctioned Plan of G Plus IV storied Residential Building vide Building Plan No. 0140022220181212,

dated 28<sup>th</sup> January, 2019, Kolkata, issued by **NKDA**, Kolkata and the change of name procedure on the Sanctioned Plan has been completed and the the Vendor commenced construction on the same, which is now going on in progress and expect to complete the same within very short period.

**AND WHEREAS** subsequently the said **SRI ABHISHEK BANKA (PAN No.AISPB7914J) (Aadhaar No.656206167783) (2) MR. ADITYA BANKA (PAN No.AJTPB0698M) (Aadhaar No.385859519567)** both sons of Sanjay Kumar Banka and **(3) SRI SWATIE GUPTA (PAN No. AISPB7912Q) (Aadhaar No.896185675520)** wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, P.S. – Bidhannagar(North), Kolkata – 700064, District – North 24-Parganas, West Bengal, for the purpose of development of project over the Said Property entered into Development Agreement on \_\_\_\_\_, with the Co-Owner Debasish Roy and executed Developer's Power of Attorney in favour of the Co-Owner Sri Debasish Roy. The said Development Agreement and Development Power has been registered in the office of \_\_\_\_\_, recorded in Book No. I \_\_\_\_\_

**AND WHEREAS** now the Vendor/Promoter thereafter has constructed G +IV stored building namely **DEBOMITA** in accordance with revised sanctioned Plan vide PIN No. \_\_\_\_\_ agreed to sell and the Purchasers hereby agreed to purchase **ALL THAT** \_\_\_\_\_ residential Flat \_\_\_\_\_ measuring **Carpet area** of \_\_\_\_\_ **Sq.ft.** more or less, **Balcony area** \_\_\_\_\_ **Sq.ft. (Chargeable area** \_\_\_\_\_ **Sq.ft.)** more or less, having super built up area \_\_\_\_\_ Sq.ft. (built up area \_\_\_\_\_ Sq.ft.) more or less, situated on the \_\_\_\_\_ **Floor**, from his respective allocation, ALL THAT piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas. within the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, particularly mentioned in the Second Schedule hereinafter written at or for the total consideration of \_\_\_\_\_ **(Rupees \_\_\_\_\_)**

**AND WHEREAS** the Vendor must obtain completion or occupancy certificate from the New Town Kolkata Development Authority of the building made against the Sanctioned Plan being Pin No. 0010001120190411 and as and when the same is collected from the New Town Kolkata Development Authority then handed over a copy of the Occupancy Certificate to the Purchaser herein.

**AND WHEREAS** the sanctioned building plan comprised of self contained independent flat/commercial space/shops/garage/car parking spaces in the said building.

**AND WHEREAS** the Vendor decided to sell the said residential flat, shops/commercial space/garage/car parking spaces in the said G+IV storied building namely "**DEBOMITA**" in the said property to the intending Purchaser/Purchaser on ownership basis.

**AND WHEREAS** the Owner/Vendor who is Promoter/Developer herein has got registered the Project, namely "**DEBOMITA**" under the provisions of HIRA Act, vide Registration Number \_\_\_\_\_

**AND WHEREAS** the Purchaser/Allottee has taken inspection of the abstracts of title as also the said sanctioned plan and specifications relating to the said property and the said building thereon and made themselves fully conversant with the contents hereof and has fully satisfied himself with the construction quality, the Title of the Vendor and the Vendor's right to receive the entire consideration money which has been paid by the Purchaser to the Vendor herein Together With proportionate undivided impartible and variable share interest and ownership in the land.

**AND WHEREAS** By an WBHIRA (West Bengal Housing Industry Regulation Act) Agreement for Sale dated \_\_\_\_\_ whereby the Vendor agreed to sell and the Purchasers/Allottees agreed to purchase of **ALL THAT**



\_\_\_\_\_ residential Flat \_\_\_\_\_ measuring **Carpet area** of \_\_\_\_\_ **Sq.ft.** more or less, **Balcony area** \_\_\_\_\_ **Sq.ft.** (**Chargeable area** \_\_\_\_\_ **Sq.ft.**) more or less, having super built up area \_\_\_\_\_ Sq.ft. (built up area \_\_\_\_\_ Sq.ft.) more or less, situated on the \_\_\_\_\_ **Floor**, from his respective allocation, ALL THAT piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas. within the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, particularly mentioned in the Second Schedule hereinafter written at or for the total consideration of \_\_\_\_\_ **(Rupees** \_\_\_\_\_ **)**

fully described in the Second Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said flat") free from all encumbrances and liabilities.

**AND WHEREAS** the Purchasers will acquire the said flat together with undivided and impartible proportionate share interest and ownership of the land in the said property on which the said flat is constructed and also of common areas and spaces and easement and other right in respect thereof at the total agreed price of Rs. \_\_\_\_\_ on the terms and conditions as agreed and settled by and between the Vendor and the Purchasers herein.

**AND WHEREAS** the Purchasers/Allottees has made full payment of all moneys payable hereunder and upon such payment, the Purchasers had duly taken actual physical possession of the said flat and now called upon the Vendor to execute and register proper Deed of Conveyance in favour of the Purchasers in respect of the undivided and impartible proportionate share interest and ownership of the land in the said property and also all common areas and spaces therein all easement and other rights in respect thereof as well as the said flat in the manner hereinafter appearing at or for the said total sum of \_\_\_\_\_ free from all

encumbrances to which the Vendor agreed which is vividly described in the Memo of Consideration as a part of this Indenture.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said offer and acceptance and in consideration of the payment of the said sum of \_\_\_\_\_ of lawful money of Union of India well and truly paid by the Purchasers/Allottees to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof and the Vendor doth hereby acquit release and for ever discharge the Purchasers and the undivided and impartible proportionate share interest and ownership in the land in the said property on which the said building is erected and constructed and also of all common areas and spaces and all easement and other rights in respect thereof as well as the said flat hereby granted conveyed and sold) the Vendor doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure and **ALL That** One self contained One self contained Residential 1 BHK Flat being No \_\_\_\_\_ measuring a carpet area of \_\_\_\_\_ more or less, with balcony area admeasuring \_\_\_\_\_ (Chargeable area \_\_\_\_\_ Sq.Ft. more or less) being built up area admeasuring \_\_\_\_\_ (super built up area \_\_\_\_\_ more or less) on \_\_\_\_\_ Floor of the said building namely "**DEBOMITA**" situate lying at being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas., within the jurisdiction of New Town Kolkata Development Authority fully described in the Second Schedule hereunder written TOGETHER WITH the undivided and impartible proportionate share interest and ownership in the land in the said property and also the undivided and impartible proportionate share and interest of and in the common areas and open spaces therein and also all easement and other rights in respect thereof and all common amenities and facilities as attached with Building (all the above, hereinafter collectively referred to as 'the said flat') TOGETHER WITH the rights to have the said flat completely built and constructed by the Vendor at the costs of

the Purchasers AND TOGETHER WITH all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the said flat or any part or parts thereof belonging or in anywise appertaining or which with the same or any part or parts thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said flat or any part or parts thereof TOGETHER WITH true and correct copies of all deeds pottahs muniments writings and evidences of title relating to the said flat or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Vendor or which the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said flat AND ALL AND SINGULAR other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights members and appurtenances unto and to the use of the Purchasers absolutely and for ever and free from all encumbrances.

AND the Vendor doth hereby covenant with the Purchasers/Allottees (1) THAT notwithstanding any act deed matter or thing by the Vendor done or executed or suffered to the contrary, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said flat and every part thereof AND (2) THAT notwithstanding as aforesaid the Vendor now hath in himself good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL AND SINGULAR the said flat hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid according to the true intent and meaning of these premises AND (3) THAT the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said flat hereby granted sold and conveyed and receive and take the rents issues and profits

thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Vendor and all person claiming from under or in trust for the Vendor AND (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other charges mortgages claims demands liens lispendens attachments and encumbrances whatsoever created by the Vendor AND (5) THAT the Vendor and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity in to upon the said flat hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling transferring or assuring the said flat and every part or parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

**A N D the parties hereto agree and declare as follows:-**

- 1) With effect from the date of these presents the Purchasers/Allottees shall pay proportionate share of all NKDA rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the said flat in the said building in the said property as and when due and payable.
- 2) The Purchasers/Allottees shall be entitled to effect mutation of their name as the Owner of the said flat in the records of the New Town Kolkata Development Authority and other authorities at their own costs and the Vendor agrees to give their unqualified consent for the same.
- 3) Save and except the said flat and the rights of the Purchasers hereby conferred, the Purchasers/Allottees shall have no claim or right of any kind or

nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property other than the rights hereby conferred and the said other flats and portions of the said building shall always remain the property of the Vendor as hereinafter mentioned and subject to the rights of the Vendor.

4) After the possession of the said flat has been delivered to and taken by the Purchasers/Allottees from the Vendor in terms of the said Agreement the Purchasers shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendor in respect on any ground whatsoever.

5) The Purchasers jointly with the Owners of other flat having formed an Association and the responsibility of the Vendor for upkeep and maintenance of the said building the flat therein and for payment of outgoings and expenses in connection therewith in terms of the Agreement between the Vendor and the Purchasers shall stand terminated and the Purchasers through the said Association shall carry on the works of upkeep and maintenance and other works of and in the said building upon payment of the costs and charges to the said Association.

6) In the event of water pump, tube-well and other installations being required to be replaced, the Purchasers will pay their proportionate share towards costs of such replacements and installations charges as and when demanded by the said Association according to the necessity from time to time.

7) In the event of any amount becoming payable in respect of the said property and/or the said building constructed therein by way of premium taxes levies or on any account whatsoever to the Central or State Government or New Town Kolkata Development Authority or any Competent Authority or for any betterment fees, charges, development taxes and any other taxes or payments of similar nature, the Purchasers shall pay their proportionate share towards the same to the said Association as and when demanded.

8) The Purchasers/Allottees shall keep and maintain at their own costs the inside of the said flat and every part thereof hereby purchased by their in good condition state and order and shall abide by all rules, laws and regulations of the Central or State Government, New Town Kolkata Development Authority and all other appropriate authorities and local bodies and shall attend to, answer and be responsible for all deviations and violations of regulations in respect thereof.

9) The Purchasers/Allottees shall not do make or execute or permit to be done made or executed any act deed matter or thing which may render void or voidable any insurance of any flat or any part of the said building or which may cause payment of premium at an increased rate in respect of any insurance of any flat and/or the said building.

10) The Purchasers/Allottees shall at their costs keep the said flat together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building. The Purchasers shall be permitted to make any internal addition or alteration and renovation work be it minor or major in the said flat at their own cost from the date of delivery of possession.

11) The Purchasers shall not at any time demolish or cause to be demolished or damaged the said flat or any part thereof nor will make or cause to be made any additions or alterations of whatsoever nature to and in the said flat or any part thereof which may cause any damage or injury or is likely to affect the security, beautification, elevation, support, stability and protection of the said building including the said flat. For the purpose of security beautification elevation support, stability and protection of the said building, the said Association shall be entitled to carry out necessary additions and alterations and the Purchasers hereby gives their unqualified consent for the same.

12) After the possession of the said flat is delivered to the Purchasers/Allottees if any additions or alterations or deviations in or about or relating to the said building including the said flat is required to be carried out at the instance of the Central or State Government, New Town Kolkata Development Authority or any other statutory authority or body, all such additions alterations or deviations shall on notice to the said Association be carried out by the Purchasers subject to the terms and conditions herein contained and in co-operation with the Purchasers of other flats or portions in the said building and Vendor shall not be in any manner liable or responsible for the same. The Vendor has on this day of execution of this instant agreement and subsequent handing over possession of the said flat represents to have constructed the said flat in accordance with the building sanction plan.

13) So long the flat in the said premises are not separately assessed by the NKDA Authority the Purchasers shall pay their proportionate share of such rates (Both Owners and Occupiers) and also other taxes and impositions on the said premises in such proportion as shall be proportionate to the area of the property agreed to be sold from the date of execution of this instant conveyance. However the Purchasers shall be duty bound to pay the service tax and deduct Income tax as the same may be levied by and/or applicable by any Concerned Competent Authority on or before the delivery of possession of the said flat and further pay the above proportion of tax till their flat is separately assessed.

14) That the Purchasers/Allottee herein state, declare, assure and also asserts the Vendors herein that the Purchasers has not made over the Service Tax, GST (if applicable) and/or any other Tax charges to the Vendor herein and the Purchasers shall remain duty bound to pay the Service Tax, GST (if applicable), and/or any other Tax charges subject to the liability imposed upon the Purchasers by the concerned State or Central Government authority.

15) The Purchasers shall not decorate or change the exterior of the said flat otherwise than in the manner as may be agreed.

16) The Purchasers shall not throw or accumulate dirt rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or in the common portions of the said building.

17) The Purchasers shall at their own costs maintain and repair the inside of the said flat and shall keep in all respects the said flat in proper order and condition and shall not do or cause to be done anything in the said flat which may or are likely to damage injure or substantially affect the said building and the stability, protection, security and preservation thereof.

18) In addition to the rights and privileges to which the Purchasers are and shall be entitled according to the law for the time being in force in respect of the said land and the said flat in the said property the Purchasers shall be entitled to, inter alia, the common areas and facilities and common use of the roof set out in the Third Schedule hereunder written and Common Expenses set out in the Fourth Schedule hereunder written subject to the conditions therein stated.

19) The Vendor shall be entitled to all vertical and horizontal exploitation of the land in the said property, the roof and other portions including open space whether by way of additional constructions in the said building or otherwise in such manner as the Vendor shall think fit and proper and the Purchasers agrees not to cause any interference or obstructions or hindrance in future for and in respect of such additional constructions. In that case the upper portion or top portion shall be granted common user of roof.

20) The Purchasers/Allottees shall have the right of common user of the roof with other owners or Purchasers of flat in the said building in the said property without any right of making further or additional construction, temporary or permanent, on the roof and shall keep and maintain at their own costs the roof in proper order and condition.

21) The Purchasers shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat in the said building



together with undivided and impartible proportionate share interest and ownership of the land in the said property, subject to the terms and conditions herein contained.

22) Any notice required to be given by the Vendor shall without prejudice to any other mode of service available, be deemed to have been served on the Purchasers if delivered by hand or sent by prepaid registered post to the Purchasers and shall likewise be deemed to have been served on the Vendor by the Purchasers if delivered by hand or sent by prepaid registered post to the Vendor.

**-THE FIRST SCHEDULE ABOVE REFERRED TO -**  
**SAID PROPERTY**

**ALL THAT** piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, Together With G + IV storied Building standing thereon namely **DEBOMITA** at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land – CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas butted and bounded as follows :

**ON THE NORTH** : Plot No. CE/1/B/39  
**ON THE SOUTH** : CE/1/B/41  
**ON THE WEST** : Plot No. CE/1/B/35  
**ON THE EAST** : 12 Meter Wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**SAID FLAT**

**ALL That** One self contained One self contained Residential 1 BHK Flat being No \_\_\_\_\_ measuring a carpet area of \_\_\_\_\_ more or less, with balcony area admeasuring \_\_\_\_\_ (Chargeable area \_\_\_\_\_ Sq.Ft. more or less) being built up area admeasuring \_\_\_\_\_ (super built up area \_\_\_\_\_ more or less) on the \_\_\_\_\_ Floor of the said

building namely “**DEBOMITA**” situate lying at being Plot No. CE/1/B/40, in Block No. CE, Land –CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas., within the jurisdiction of New Town Kolkata Development Authority fully described in the Second Schedule hereunder written TOGETHER WITH the undivided and impartible proportionate share interest and ownership in the land in the said property and also the undivided and impartible proportionate share and interest of and in the common areas and open spaces therein and also all easement and other rights in respect thereof and all common amenities and facilities as attached with Building namely “**DEBOMITA**” and the said flat is delineated in the map or plan annexed hereto and thereon bordered RED.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**(COMMON AREAS AND FACILITIES)**

1. Staircases and landings on all the floors.
2. Roof.
3. Common passage on the ground floor.
4. Water pump, water tanks, the water pipes and other common passage, plumbing installations.
5. Electric wiring and meter.
6. Drainage and sewers.
7. Boundary walls and main gates.
8. Such other common parts, equipments, installations, fixtures and fittings.

9. Lift and its accessories.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, washing, painting, re-building, reconstruction, decoration, re-decorating and lighting the common parts and the walls on the building.
2. The salaries of the entire person employed for the said purpose.
3. Insurance premium for insurance of the building against earthquake, fire, lightning, mob, violence, civil commotion, damage etc.
4. NKDA taxes, G+IV storied building tax and other outgoings save those separately assessed on the respective flats/units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land with building.
8. The office expenses incurred for maintaining the office for common expenses.

**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 **PARTIES** at Kolkata

in the presence of :

1.

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**SIGNATURE OF THE OWNERS**

**For himself and as Constituted Attorney of Owners No. 1 to 3**

**SIGNATURE OF THE VENDOR/PROMOTER**

**For himself and as Constituted Attorney of Owners No. 1 to 3**

2.

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**SIGNATURE OF THE PURCHASER/ALLOTTEE**

Draft Prepared by me: -

**DRAFT PREPARED BY ME: -**

**RECEIVED** of and from within named Purchasers the within mentioned sum of \_\_\_\_\_ in full payment of the consideration money as per memo below :

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank Name	Amount
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**(Rupees Nineteen Lakh Nineteen Thousand Only)**

**WITNESSES :**

1.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR/PROMOTER**

2.