

D EED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of , Two Thousand and Twenty
(2020) **BETWEEN MAYFAIR ASHIANA PRIVATE LIMITED, P.A.N. AAECM4890K,**

a Registered Company within the meaning of the Companies Act, 1956, having its Registered Office at 194, Hossenpur, Post Office- EKTP, Police Station-Anandapur (Old Tiljala), Kolkata- 700107, represented herein by one of its Director **MR. GAURAB GUPTA, P.A.N. ADXPG6251F**, having Aadhar No. 8092 5661 9710, Son of Mr. Shishir Kumar Gupta, Vide Board Resolution dated 25.11.2013, by religion-Hindu, by Citizen –Indian, by Occupation- Business, working for gain at 194, Hossenpur, Post Office- EKTP, Police Station-Anandapur (Old Tiljala), Kolkata-700107, hereinafter called the **"VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successor-in-interest and office, administrators, executors and assigns) of the **ONE PART**.

AND

, hereinafter called the **'PURCHASER'** (which expression shall unless excluded by or repugnant to the context be deemed and mean to include his heirs, legal representatives, administrators, executors and assigns) of the **OTHER PART**.

WHEREAS One Sri Jogendra Lal Bose since deceased seized and possessed of well demarcated land containing an area of 7 (Seven) Cottahs 5 (Five) Chittacks be it little more or less comprised in Dag No. 2115 and 2116 recorded in Khatian No. 394 of Mouza Elachi, J.L. No. 70, within Police Station Sonarpur as described in Schedule hereunder written by purchasing the same on 12th October 1966 from Bijoy Kumar Mondal and others by a Deed of Sale Registered in Book No.1, Volume No. 147 Pages 184 to 191 being No. 12263 for the year 1966 of Sub-Registrar Baruipur.

AND WHEREAS thus the said Jogendra Lal Bose while seized and possessed of the said property as absolute owner thereof died on leaving behind him surviving his widow namely Smt. Kalyani Bose his only son Mr. Jayant Bose and two daughters namely Smt. Kumkum Roy and Smt. Bharati Sinha as his legal heirs and successors in accordance with Hindu Succession Act, 1956.

AND WHEREAS while the said Smt. Kalyani Bose, Jayant Bose, Kumkum Roy and Bharati Sinha was seized and possessed of the said property as mentioned in the Schedule hereunder, they by a Deed of Indenture executed on 15th day of March, One Thousand Nine Hundred Ninety Three sold, transferred and conveyed their aforesaid property comprising with **ALL THAT** piece and parcel of danga land having an area of 7 (Seven) Cottahs 5 (Five) Chittacks be it more or less comprised in and being portion of land recorded in C.S. and in R.S. Dag No. 2115 and 2116 C.S. and R.S. Khatian No. 394 L.R. Khatian No.2862, L.R. Dag No.-2160, 2161 of Mouza – Elachi, J.L. No. 70, being Municipal Premises No. 78, Elachi Chakraborty Para, Post Office- Dakshin Jagaddal, within Police Station – Sonarpur, Ward No.26, within the limits of the Rajpur Sonarpur Municipality District South 24 Parganas, Pin-700 151, morefully described in the Schedule–A therein below and hereinafter referred to as the said property to Dr. Asish Kumar Ghosh, the Vendor No.1 therein, Son of Dr. Amarendra Sekhar Ghosh, at and for the consideration as mentioned in the said Deed of Sale and delivered possession thereof. The said Deed of Sale was registered in the office of the District Sub-Registrar at Alipore, South 24 Parganas, Book No. I, Volume No. 68, Pages from 87 to 97 , being No. 3695 for the year 1993.

AND WHEREAS the said Dr. Asish Kumar Ghosh, duly mutated his name in the Assessment Registrar of the Rajpur-Sonarpur Municipality in respect of his purchased property and the property of Dr. Asish Kumar Ghosh was recorded as Municipal Holding

No.78, Chakraborty Para Road, under Ward No. 26, within the limit of Rajpur-Sonarpur Municipality.

AND WHEREAS the said Dr. Asish Kumar Ghosh, duly recorded his name in the L.R. Settlement Record of Rights in respect of his aforesaid property under L.R. Khatian No. 2862 corresponding to L.R. Dag No.2160, containing an area of .09 Satak Danga Land and under the same L.R. Khatian corresponding to L.R. Dag No. 2161 containing an area of 0.03 Satak Danga Land in Mouza – Elachi.

AND WHEREAS One Smt. Kalyani Majumder seized and possessed of **ALL THAT** piece or parcel of well demarcated land having an area of 8 (Eight) Cottahs 3 (Three) Chittacks 9 (Nine) Sq.ft. be it little more or less comprised in Dag No. 2115 and 2116 recorded in Khatian No. 394 of Mouza – Elachi J.L. No. 70 within Police Station – Sonarpur, District – South 24 Parganas by purchasing the same on 12th October 1966 by a Deed of Sale registered in Book No. 1, Volume No. 143 pages 294 to 301 being No. 12264 for the year 1966 of Sub-Registration Office at Baruipur as described in Schedule hereunder written as absolute owner thereof.

AND WHEREAS while seized and possessed of the said property as described in Schedule hereunder written the said Smt. Kalyani Majumder sold, transferred and conveyed the said property in favour of 1) Sri Abhijit Bose, Son of Sri Susanta Kumar Bose, and 2) Smt. Krishna Bose, Wife of Sri Abhijit Bose, by executing a Deed of Gift on 30th day of June 1989 in their favour duly registered in Book No. 1 Deed No. 8866 of District Registration Office of District South 24 Parganas at Alipore and delivered possession thereof.

AND WHEREAS by a Deed of Indenture made on 15th day of March, 1993 the said 1) Sri Abhijit Bose and 2) Smt. Krishna Bose sold, transferred and conveyed their aforesaid purchased property comprising with **ALL THAT** piece or parcel of Danga land measuring

more or less 8 (Eight) Cottahs 3 (Three) Chittacks 9 (Nine) Sq.ft. comprised in C.S. and R.S. Dag No. 2115 and 2116 recorded in C.S. and R.S. Khatian No. 394 L.R. Khatian No.2863, L.R. Dag No.-2160, 2161 in the District of South 24 Parganas Pin- 700 151 within Police Station and sub Registration Office Sonarpur Post Office- Dakshin Jagaddal, Ward No. 26 within the limits of the Rajpur-Sonarpur Municipality to Dr. Indranil Kolay, the Vendor No. 2 therein, Son of Mr. Biswanath Kolay at and for the consideration as mentioned in the said Deed of sale morefully described in the Schedule –B therein below and hereinafter referred to as the said property and delivered possession thereof. The said Deed of sale was registered in the Office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No.68, pages from 75 to 86, Being No. 3694 for the year 1993.

AND WHEREAS the said Dr. Indranil Kolay duly mutated his name in the Assessment Registrar of Rajpur-Sonarpur Municipality in respect of his aforesaid purchased property and the said property has been numbered as Municipal Holding No. 77, Elachi Chakraborty Para, under Ward No. 26 and has been enjoying and possessing the said property free from all encumbrances by paying tax to the Competent Authority in his own name.

AND WHEREAS the said Dr. Indranil Kolay also mutated his name in the Settlement Record of Rights under L.R. Khatian No. 2863 corresponding to L.R. Dag No. 2160 in Mouza – Elachi, containing an area of 0.11 Acre Danga Land and under the same Khatian, corresponding to Dag No. 2161 containing an area of 0.02 Danga Land.

AND WHREAS the said Dr. Asish Kumar Ghosh, is seized and possessed of and sufficiently entitled to as absolute owner comprising with **ALL THAT** piece and parcel of danga land having an area of 7 (Seven) Cottahs 5 (Five) Chittacks be it more or less comprised in and being portion of land recorded in C.S. and in R.S. Dag No. 2115 and 2116 C.S. and R.S. Khatian No. 394 L.R. Khatian No.2862, L.R. Dag No.- 2160 containing an area

of 0.09 Acre Danga Land, L.R. Dag No. 2161 containing an area of 0.03 Acre Danga Land of Mouza – Elachi, J.L. No. 70, being Municipal Holding No. 78, Elachi Chakraborty Para, Post Office- Dakshin Jagaddal, within Police Station – Sonarpur, Ward No.26, within the limits of the Rajpur-Sonarpur Municipality District South 24 Parganas, Pin- 700151, morefully described in the Schedule –A below therein.

AND WHEREAS the said Dr. Indranil Kolay is seized and possessed of and sufficiently entitled to as absolute owner comprising with **ALL THAT** piece or parcel of Danga land measuring more or less 8 (Eight) Cottahs 3 (Three) Chittacks 9 (Nine) Sq.ft. lying at and situate being Municipal Holding No. 77, Elachi Chakraborty Para, in the District of South 24 Parganas Pin- 700151 within Police Station and sub Registration Office - Sonarpur Post Office- Dakshin Jagaddal, Ward No. 26 within the limits of the Rajpur-Sonarpur Municipality in Mouza – Elachi, J.L. No. 70 Collectorate Touzi No. 63, 43, R.S. No. 223 Pargana Magura comprised in C.S. and R.S. Dag No. 2115 and 2116 under C.S. and R.S. Khatian No. 394, L.R. Khatian No.2863, L.R. Dag No.-2160 containing an area of 0.11 Acre Danga Land and in L.R. Dag No 2161 containing an area of 0.02 Acre Danga Land. Proportionate rent payable to the superior landlord the State of West Bengal in the Collectorate of District South 24 Parganas **TOGETHER WITH** all sorts of easement right as attached thereto morefully described in the Schedule –B below therein.

AND WHEREAS the said 1) Dr. Asish Kumar Ghosh and 2) Dr. Indranil Kolay were jointly seized and possessed of **ALL THAT** piece or parcel of Danga land measuring 15 (Fifteen) Cottahs 8 (Eight) Chittacks 9 (Nine) Sq.ft. more or less lying at and situate being Municipal Holding No.77 and 78, Elachi Chakraborty Para, in the District of South 24 Parganas Pin- 700151, within Police Station and sub Registration Office-Sonarpur Post Office-Dakshin Jagaddal, Ward No.26 within the limits of the Rajpur-Sonarpur Municipality in Mouza –

Elachi, J.L. No. 70 Collectorate Touzi No. 63, 43, R.S. No. 223 Pargana Magura comprised in C.S. and R.S. Dag No. 2115 and 2116 under C.S. and R.S. Khatian No. 394, L.R. Khatian No.2863 and 2862 L.R. Dag No.-2160 containing an area of 0.20 Acre Danga Land and in L.R. Dag No 2161 containing an area of 0.05 Acre Danga Land **TOGETHER WITH** all sorts of easement right as attached thereto morefully described in the Schedule –C below therein.

AND WHEREAS by a Deed of Sale dated 10th day of July, 2015 the said 1) Dr. Asish Kumar Ghosh and 2) Dr. Indranil Kolay sold , transferred and conveyed free from all encumbrances **ALL THAT** piece or parcel of Danga land measuring 15 (Fifteen) Cottahs 8 (Eight) Chittacks 9 (Nine) Sq.ft. more or less lying at and situate being Municipal Holding No.77 and 78, Elachi Chakraborty Para, in the District of South 24 Parganas Pin- 700151, within Police Station and sub Registration Office - Sonarpur Post Office-Dakshin Jagaddal, Ward No. 26 within the limits of the Rajpur-Sonarpur Municipality in Mouza – Elachi, J.L. No. 70 Collect orate Touzi No. 63, 43, R.S. No. 223 Pargana Magura comprised in C.S. and R.S. Dag No. 2115 and 2116 under C.S. and R.S. Khatian No. 394, L.R. Khatian No.2863 and 2862 L.R. Dag No.-2160 containing an area of 0.20 Acre Danga Land and in L.R. Dag No 2161 containing an area of 0.05 Acre Danga Land **TOGETHER WITH** all sorts of easement right as attached thereto to Mayfair Ashiana Private Limited, being represented therein by its Director and authorised signatory Mr. Gaurab Gupta, Son of Mr. Shishir Kumar Gupta at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2015, Pages from 30839 to 30870, being No.160405382 for the year 2015.

AND WHEREAS the present Owner Mayfair Ashiana Private Limited after purchase of the aforesaid properties, duly mutated its name in the Assessment Register of the Rajpur-

Sonarpur Municipality and the Rajpur- Sonarpur Municipality granted mutation certificate to the present owner herein and also in the Office of the Settlement Record of Rights in respect of the aforesaid Property being L.R. Khatian No. 2915.

AND WHEREAS the abovenamed Owner is seized and possessed of and sufficiently entitled to as absolute owner of the said property comprising with **ALL THAT** piece or parcel of Danga land measuring 15 (Fifteen) Cottahs 8 (Eight) Chittacks 9 (Nine) Sq.ft. more or less lying at and situate being Municipal Holding No.77 and 78, Elachi Chakraborty Para, in the District of South 24 Parganas Pin- 700151, within Police Station and sub Registration Office - Sonarpur Post Office-Dakshin Jagaddal, Ward No. 26 within the limits of the Rajpur- Sonarpur Municipality in Mouza – Elachi, J.L. No. 70 Collect orate Touzi No. 63, 43, R.S. No. 223 Pargana Magura comprised in C.S. and R.S. Dag No. 2115 and 2116 under C.S. and R.S. Khatian No. 394, L.R. Khatian No. 2915, L.R. Dag No.-2160 containing an area of 0.20 Acre Danga Land and in L.R. Dag No 2161 containing an area of 0.05 Acre Danga Land and has been possessing and enjoying the said property free from all encumbrances by paying taxes to the Municipality and in the Office of the Settlement record of rights in it's own name.

AND WHEREAS the present Owner Mayfair Ashiana Private Limited after purchase of the aforesaid property, duly mutated its name in the Assessment Register of the Rajpur- Sonarpur Municipality, and after mutation the property has been renumbered as 77, Elachi Chakraborty Para, District South 24 Parganas and the Rajpur- Sonarpur Municipality granted mutation certificate in favour of present owner herein and paying tax in its own name and is now in absolute Khas possession exercising its absolute right, title, interest by paying rent to the Government and by paying tax to the Rajpur- Sonarpur Municipality as absolute owner.

AND WHEREAS the Vendor herein for the purpose of making construction of building, took sanction of Building Plan as per Building Permit No.292/CB/26/29 dated 14/02/2020 and constructed the Ground Plus Four Storied Building and completed the entire construction in conformity with the Plan, sanctioned by the Rajpur-Sonarpur Municipality.

AND WHEREAS in terms of Agreement, the Vendor has decided to sell one complete self-contained residential flat, being No. , measuring super-built up area Square Feet more or less on the Floor of Municipal Holding No.77, Elachi Chakrabarty Para within Ward No.26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District – South 24 Parganas, Kolkata- 700151, particulars of which mentioned in the Second Schedule below **AND** one Car Parking space on the Ground Floor, measuring an area of 135 Square Feet more or less, being No. of Municipal Holding No.77, Elachi Chakrabarty Para within Ward No.26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District–South 24 Parganas, Kolkata- 700151 particulars of which mentioned in the Third Schedule below, together with proportionate undivided impartible share of the land underneath of building of the First Schedule and also all rights of common area and common facilities as provided in the Building as well as right of ingress and egress through and over the common passage with some terms and conditions, reserving the right of the Vendor, subject to right of further construction on the existing roof of the building only in strict compliance of the sanctioned building plan by the Rajpur-Sonarpur Municipality provided that the Purchaser will have to pay the proportionate maintenance charges for the said flat at the Floor and Car Parking space at the Ground Floor of the said building of First Schedule.

AND WHEREAS the Purchaser herein after coming to know the intention of the Vendor regarding sale of Flat No. of Floor of Second Schedule Flat and Third

Schedule Car Parking space, has inspected all relevant deeds, documents, papers, rent receipts, tax receipts, sanctioned Plan, permit for construction, issued by Rajpur - Sonarpur Municipality and also being satisfied with the nature and construction of the building in First Schedule and also considering the common facilities and enjoyment as well as the existing passage for ingress and egress made approach to the Vendor to sell the said flat in Second Schedule and Car Parking Space in Third Schedule

AND WHEREAS the Vendor considering the bonafide approach of the Purchaser have agreed to sell to the Purchaser, one complete residential flat, being No. , measuring super built-up area Square Feet more or less on the Floor of Municipal Holding No.77, Elachi Chakrabarty Para within Ward No.26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District – South 24 Parganas, Kolkata- 700151 and one Car Parking Space being No. at the Ground Floor, measuring an area 135 Square Feet more or less, and thus shown in the Plan annexed herewith and bordered '**RED**' for the Flat and bordered '**RED**' for the Car Parking Space therein, the Plans do form the part of this Deed and hereinafter called the said flat and the said Car Parking Space together with common area of the building, standing on First Schedule and all common rights for use entrance, stair, lift, path, passage lobby necessary for the purpose of peaceful enjoyment of Purchaser's Flat and Car-Parking space and also the proportionate undivided impartible share of land underneath of the building in First Schedule with the undertaking to pay proportionate maintenance charges, jointly with other co-flat owners for maintenance of building and also for enjoyment of common facilities, such as electricity, water and other common facilities, annexed with the Building for the total consideration of Rs.

only for the flat and car parking space.

NOW THIS INDENTURE WITNESSETH and in pursuance of the Agreement and in consideration of Rs. _____ only for the flat and car

parking space only fully paid by the Purchaser to the Vendor on or before execution of these presents the receipt whereof the vendor doth hereby release to the Purchaser's flat in Second Schedule and Car Parking Space in the Third Schedule together with the proportionate undivided impartible share of land in First Schedule and the interest of common areas etc. forever. The Vendor do hereby grant, transfer, sell, convey, assure and assign unto the Purchaser **ALL THAT** the said area, being Flat No. _____, measuring super built up area _____ Square Feet more or less in the _____ Floor and one Car Parking Space at the Ground Floor, measuring an area 135 Square Feet more or less being No. _____

more fully and particularly described in the Second Schedule and Third Schedule respectively below, **TOGETHER WITH** undivided proportionate impartible share of land underneath of building in First Schedule and the proportionate undivided share of land underneath with the interest of common area and common passage, staircase, lift tube well, drains, sewers, water pipes and all other fixtures and equipments of common utility and common paths and passages appertaining to the said building specifically mentioned in Fourth Schedule below and properties appurtenances thereto **AND** reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said flat and the properties appurtenances thereto **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendor into out of or upon the said flat and the properties appurtenances thereto

TO HAVE AND TO HOLD the said flat appurtenances thereto hereby granted, conveyed, transferred, assigned and assured and every part thereof respectively **TOGETHER WITH** the Vendor and each of their rights unto the Purchaser hereof free from all encumbrances, save those expressly mentioned herein **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of apportioned liability for Municipal Taxes, Insurance premium for the said building and the

monthly maintenance charges and the right of Vendor in respect hereof as reserved by the Agreement for purchase or by these presents and subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat in Second Schedule and Car Parking space in Third Schedule **AND** subject also that the Purchaser hereto will as owner of the said flat and Car Parking space which are hereby sold, transferred, conveyed and assigned as an indefeasible estate and shall not be sub-divided or partitioned by metes and bounds the same or any portion herein any manner whatsoever **TOGETHER WITH** the right of using of staircase, lift, entrance, electrical, plumbing and other installations for common utility, main entrance and other common facilities, commonly with the Vendor and/or other owners and occupiers of the said building, for the purpose of access to and from the main road **EXCEPTING AND RESERVING UNTO** the Vendor such easement or quasi-easement right and privileges annexed with the building in First Schedule. The Purchaser shall be entitled to mutate his name in the Assessment Register of the Rajpur-Sonarpur Municipality and also in the Settlement Record of Rights in respect of his purchased property.

THAT THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER HERETO OF THE SAID FLAT AND CAR PARKING SPACE AS FOLLOWS :-

1. That the Vendor do hereby declare that they have good, valid and marketable title and absolute authority to grant, transfer and sell the flat in Second Schedule and Car Parking space in Third Schedule together with undivided proportionate share of land underneath of building in First Schedule, including the said flat and Car Parking space are free from all encumbrances, mortgages, charges, liens, lispenses and attachments.
2. That the Purchaser by this Deed will be the exclusive owner of the said flat and Car Parking space will hold, possess, occupy and enjoy the said flat and Car Parking space for

his own use and benefit without any interruption, lawful eviction and any claim and demand and will have exclusive right and absolute Ownership on the flat in Second Schedule and Car Parking space in Third Schedule will have right to sell, transfer, mortgage, assign, lease in any manner like other flat owners without any objection and interruption by the Vendor.

3. That the Purchaser will enjoy all common areas without causing disturbances in peaceful enjoyment of other owners of the flat and will not do any act, causing disturbances and inconvenience to other occupants and inmates of the said building and will pay proportionate maintenance charges to the area of his flat as mentioned in the deed of sale to the Vendor, so long Flat Owners' Association is not formed.

4. That the main gate of the building in First Schedule shall remain be closed outside the normal hours for security reason, but the Purchaser will not be refused to get access, and on request to the caretaker of the building, shall always get access.

5. That the Vendor, if required, at the cost of the Purchaser, hereto will execute or cause to be done or executed all such acts, deeds, things for more perfectly assuring the said flat in Second Schedule and Car Parking space in Third Schedule that the Owner/Vendor will not raise any objections or claim any amount for selling or transferring the Flat and Car Parking space in future by the Purchaser at any value to any person or others.

THAT THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

1. That the Purchaser shall and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Vendor and their estate and undertake not to cause any damages at his own instance and /or willful damage of beam, column, main foundation on and all other common wall, common things, annexed with the building in First Schedule.

2. That the Purchaser confirms that the snags notified by the Vendor has been rectified to their satisfaction. That the Purchaser hereby further acknowledges the receipt of keys of the said Unit and confirms that there is no issue or obligation pending on the part of Vendor under the Agreement for Transfer. That the Purchaser do not have any claim against the Vendor in respect of the said Flat.

3. That the Purchaser further confirms and undertakes that:

a) That the Purchaser will abide by the Terms and Conditions of said Agreement.

b) That the Purchaser hereby further agrees, confirms, reiterates and undertakes that if the Purchaser breach any of the conditions, on which the Purchaser is taking possession of said Unit, the Vendor shall be entitled to take necessary action and claim the damages for such breach.

c) That this undertaking is binding on Purchaser, his heirs, executors, successor/s, successor-in-interest, administrators and assigns and/or any other person claiming title through Vendor.

d) That till the time Society/Association is formed the Purchaser will pay his share of taxes and other outgoings to the Vendor regularly.

4) That the Purchaser undertakes to become member/s of the Society/Association as and when that may be formed by the Vendor.

- 5) That the Purchaser hereby gives the Vendor irrevocable and unconditional consent to the Vendor to consume the entire FSI and/or TDR, available/that may be available in respect of the said property till completion of development.
- 6) That the Purchaser and/or the Society/ies of the Unit purchaser/s shall not have or claim any rights, benefits or interests whatsoever in respect thereof.
- 7) That the Purchaser hereby agrees and undertakes that the Purchaser will not raise any objection with regard to making any changes in the layout plan by the Developer of the said Property. The Purchaser also agrees and undertakes not to raise any objection regarding construction activities of other blocks in the Complex.
- 8) That the Vendor may in their absolute discretion be entitled to amalgamate the said Property with any of the adjoining property at any time and utilize FAR/ FSI/TDR in respect thereof. That the Purchaser hereby give his irrevocable consent/No-objection for utilization of FSI/TDR in respect of such amalgamated property.
- 9) That the Vendor is entitled to provide all common areas in due course of time along with development of the said Property. Till the formation of the Society/Association and handover of the common area to the Society/Association, the common area will be under the management and control of the Developer and that the Purchaser agree/s and undertakes to pay his share for monthly maintenance and related charges as may be determined by the Vendor.
- 10) That after handover of the possession of the said Flat to the Purchaser, the Purchaser will not make any addition/alteration amounting to structural changes as well as demolition of any of the walls, niche area within the said Unit/any part thereof.

11) That the Vendor shall be entitled to put up hoardings, illuminated and comprising of neon sign, installation of Cellular telecommunication relay stations and other communication relay stations and for that purpose to erect/ construct temporary/ permanent installations either on the terrace or exterior of the said Building and the Purchaser hereby irrevocably consent to it.

12) That the Purchaser hereby agrees to pay all statutory dues/taxes including property Tax, and outgoings in respect of the said Flat from the date hereof.

13) That the Purchaser shall and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Vendor and their estate and undertake not to cause any damages at his own instance and /or willful damage of beam, column, main foundation on and all other common wall, common things, annexed with the building in First Schedule.

14) That the Purchaser will pay Municipal Tax of Flat and Car Parking space by making mutation of his name in the Rajpur- Sonarpur Municipality entirely at his own risk and responsibility of the purchased flat but for non-payment of tax, other portion shall not be liable to the Rajpur- Sonarpur Municipality.

15) That the Purchaser will join in the Association for maintaining of building in First Schedule and will abide by all rules and regulations shall be framed by the body of Flat Owner's Association.

16) That the Vendor, being the Developer herein, reserved its rights for making further floors over and above the existing Ground plus Four Storied building and only in strict compliance of the sanctioned building plan by the Rajpur-Sonarpur Municipality also reserved its rights for ingress and egress through the stairs for carrying of goods, materials

for the purpose of construction and also right of ingress and egress of men, mason and any person, for the purpose of construction and the Purchaser will not be entitled to raise any objection for purchasing proportionate land share of First Schedule.

17) That the Purchaser will pay proportionate cost of maintenance shall be fixed by the Vendor/Association, if framed, so long the Flat Owner's Association is not formed, will pay the charges to the Vendor and in failure to pay the charges, shall be liable to the Flat Owner's Association.

18) That if any service tax/other tax is imposed as on the date of registration of the instant Deed of Sale, the Purchaser will pay the same and other charges which may charge by the Rajpur- Sonarpur Municipality for mutation and other matters.

19) That the Purchaser will not close any Verandah, balcony and other portion and will not keep anything, articles in common area of the building, provided that the Purchaser will have right to fix grill cover installations of same design for safety and security of purchased flat. Any damage caused to the building or common area will be restored by the Purchaser or they shall be liable to pay necessary damage charges.

20) That the Purchaser at his own cost will maintain and decorate inside the purchased flat, they are not allowed to make any changes in respect to electrical wiring and plumbing wiring but the all exterior portion shall be maintained by the Vendor, so long Flat Owner's Association is not formed.

21) That the Purchaser at his own cost will take separate meter for enjoyment of electric energy and pay charges, but for enjoyment of electricity in common areas, will pay proportionate charges.

- 22) That the Purchaser will use the flat in Second Schedule exclusively for residential purpose and Car Parking Space in Third Schedule for Parking purpose and for no other purpose.
- 23) That the Purchaser will not allow attaching and installing machinery and will not hang any machine or things from the beam or ceiling of Schedule flat and have right of fitting fan air conditioned machine, false ceiling and other electrical appliances only for domestic use without causing any damages of the same.
- 24) That the Purchaser will get water from the common over-head Tank on payment of maintenance charges, in default, decision of the Vendor and the Association shall be final and will be binding on the Purchaser. For non-payment of charges, if the supply is stopped, Purchaser will not be entitled to bring any action for the same either against the Vendor or Flat Owner's Association, if formed.
- 25) That the Purchaser neither will allow nor allow throwing or accumulating any rubbish or other articles in any portion of the Building in First schedule, except the place will be determined by the Vendor/ association.
- 26) That the right of the purpose of common areas and roof of the 'said building' shall be enjoyed by all the Flat owners, subject to right reserved by Vendor.
- 27) That the Purchaser as owner of the said flat and Car Parking space shall use all common things, commonly with other owners and occupiers and the common service and common portion shall be considered as common.

28) That for inspection for maintaining common drains, pipes, electric connection and water connection for the common interest, shall be bound to allow the men of Association and Vendor in the flat of First Schedule.

29) That the agreement for sale between the parties shall stand repealed for all effective purpose except the request reserved by the Vendor without any cause that may be prejudicial to the Purchaser.

30) That the Purchaser will not affix any signboard, nameplate in the common portion or outside walls of the building but can display the decent nameplate on the outside of the main entrance of the Flat.

31) That the Purchaser for purchasing proportionate share of land, will not be entitled to claim any share, if any further construction is made by the Vendor. The right of further construction is reserved by the Vendor. The Purchaser will not be entitled to bring any legal action for the said construction, if permitted by the Authority.

32) That the Purchaser will not be entitled to raise any objection in displaying advertisement board and the Purchaser will not be entitled to claim any charge for the same. The Vendor shall realize the charge for the same.

33) That the Purchaser will not affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other flat, but telephone line, cable line can be taken on unavoidable circumstances.

34) That the Purchaser will not be entitled to dug, excavate any portion of the common passage, without taking any written permission from the Authority/Vendor and also will not keep any vehicle, things, articles and will not create any obstruction in any manner in the enjoyment of owners and occupiers of the other flat owners.

35) That the Purchaser will also not be entitled to cut and remove any plant, tress, branch or trees by the side of the common passage without the permission of the Vendor or the Authority, to whom the charges are to be given by the Vendor.

36) That the Purchaser will not change the floor and will not do any act causing load to the building and will not plant any tree by storing earth on floor or in any other place of the building.

37) That the name of the building '**MAYFAIR GALAXY**' shall not be changed.

THE FIRST SCHEDULE ABOVE REFERRED TO
(ENTIRE PREMISES)

ALL THAT piece or parcel of Danga land measuring 15 (Fifteen) Cottahs 8 (Eight) Chittacks 9 (Nine) Sq.ft. more or less with Ground Plus Four Storied Building standing thereon, lying at and situate being Municipal Holding No.77, Elachi Chakraborty Para, in the District of South 24 Parganas, Pin-700151, within Police Station and sub Registration Office- Sonarpur Post Office-Dakshin Jagaddal, Ward No. 26 within the limits of the Rajpur-Sonarpur Municipality in Mouza – Elachi, J.L. No.70 Collectorate Touzi No. 63, 43, R.S. No. 223 Pargana Magura, comprised in C.S. and R.S. Dag No. 2115 and 2116 under C.S. and R.S. Khatian No. 394, L.R. Khatian No. 2915, L.R. Dag No.2160 containing an area of 0.20 Acre Danga Land and in L.R. Dag No.2161 containing an area of 0.05 Acre Danga Land **TOGETHER WITH** all sorts of easement right including right to use common passage as attached thereto butted and bounded as follows:-

ON THE NORTH	:	C.S. and R.S. Dag No.2115(P)
ON THE SOUTH	:	C.S. and R.S. Dag No. 2115(P)
ON THE EAST	:	Elachi Chakraborty Para Road
ON THE WEST	:	C.S. and R.S. Dag No.2117, 2121 and 2102

THE SECOND SCHEDULE IMMOVABLE FLAT ABOVE REFERRED TO

(SOLD OUT PROPERTY)

WITHIN the First Schedule building, all that one complete residential flat, being Flat No. _____, measuring super built up area _____ Square Feet more or less on the _____ Floor of Municipal Holding No.77, Elachi Chakraborty Para within Ward No.26 under Rajpur-Sonarapur Municipality, Post Office- Dakshin Jagaddal, Police Station – Sonarpur, District – South 24 Parganas, Kolkata- 700151 consisting of

as shown

in the Plan, annexed herewith and bordered '**RED**' therein, together with proportionate undivided impartible share of land underneath of the building, standing on First Schedule and all rights of common parts, area, path, passage, stairs, lift necessary for enjoyment of the flat butted and bounded as follows:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THIRD SCHEDULE CAR PARKING SPACE ABOVE REFERRED TO

WITHIN the First Schedule building, One Car Parking space measuring super built up area 135 Square Feet more or less being No. _____ on the Ground Floor of Municipal Holding No. 77, Elachi Chakraborty Para within Ward No.26 under Rajpur-Sonarapur Municipality, Post Office- Dakshin Jagaddal, Police Station – Sonarpur, District – South 24 Parganas, Kolkata- 700151, as shown in the Plan, annexed herewith and bordered '**RED**' therein, together with proportionate undivided impartible share of land underneath of the building, standing on

First Schedule and the right of ingress and egress from the common passage to the Car Parking Space.

THE FOURTH SCHEDULE COMMON PORTION OF ALL FLAT OWNERS

1. The land underneath of the building, foundation, columns, supports, structures, beam, walls between the room, outer walls, main gate, septic tank / Sewerage connection, common passage and all other common things, installations, fittings, fixtures, which are essential for common enjoyment of flat in Second Schedule.
2. Staircase, Lift, corridors, Staircase/Lift, landing space, lobbies in all floors and the privileges annexed with the building.
3. Drains from the building, connected with the Municipal drain or sewerage all pipes, connected from each of the flat to drain, rain water pipes and all installations and all wirings and connections including plumbing installations.
4. Water Reservoir made by the sub-mersible pump in the common space, water tank on the roof, and all water supply connection, connected from the roof tank to each flats.
5. Meter space in the Ground Floor, main switch, common meter and space for enjoyment and connected with each of the total and common area.
6. And all other common things, made for common use for all the flat owners of First Schedule.

THE FIFTH SCHEDULE MAINTENANCE AND MANAGEMENT

1. The cost of maintaining, replacing, white-washing, painting, decorating the main structure of the building, including the exterior thereof and in particular of the

common portion of the roof, if any terraced landing and Staircase/lift of the building, rain water pipes, pumps, tubewell and electrical wire, sewerage, drains, and all other common parts of fixtures, fittings, installations and equipments in under or upon the building as enjoyed or used in common by the Occupiers thereof.

2. The cost of acquisition and other legal proceedings, the cost of cleaning and lighting the main entrance, passage, landing staircase, lift main walls and other parts of the building, as enjoyed or used in common by the Occupiers hereof.
3. The salaries bill collectors, chowkidars, plumbers, electricians, sweepers etc. if appointed by the Vendor/Association.
4. The cost of working repairs, replacement and maintenance of lights, pumps, and other plumbing works including all other service charges, for services rendered in common to all other occupiers.
5. The cost of arrangement of all facilities, annexed with the building in First Schedule, for common engagement of all flat owners.
6. All electricity charges payable in common for the said building.
7. Such other expenses including printing and stationary as also all litigation expenses incurred in respect of any dispute with the Rajpur-Sonarpur Municipality or any other legal Authority/Government/ Insurance Company in relation to the same as demanded by the Vendor or the Committee entrusted with the management and upkeep of the said building.
8. That the maintenance cost does not include maintenance/breakages/ damages inside the apartment.

THE SIXTH SCHEDULE**THE RESTRICTION OF USER OF CAR PARKING SPACE**

1. The Purchaser will use the Car Parking Space only for the purpose of Parking/garaging the car.
2. That the Purchaser will not repair the car and also will not use the car parking space as motor repairing garage.
3. That the Purchaser will not keep the car causing interference in peaceful user and enjoyment of the Owners of the other Car Parking Space.
4. That the Purchaser will not throw any chemicals, Petrol, diesel or any other inflammable articles on the floor.
5. That the Purchaser also will not be entitled to do any work causing interference in peaceful possession of others and also causing smoke pollution, sound pollution and nuisance in the said area.
6. That the Purchaser will use the car Parking space only for the purpose of keeping car and will not be allowed to stay any driver in the car parking space or any other person without the written permission from the Vendor or from the Authority to whom charges to be vested.
7. The Purchaser shall not do any acts, deeds or things which may cause disturbance to other car parking owners in any manner whatsoever and shall be bound to remove his car for the time being for free access and/or smooth ingress and egress of other cars.

IN WITNESSES WHEREOF the parties herein put each of their signatures, the day, month and the other year above written.

SIGNED IN PRESENCE OF:

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate

Typed by:

MEMO OF CONSIDERATION

RECEIVED Rs. _____ only from the Purchaser as entire consideration money for the said Flat and Car Parking space sold hereby as per following Memo:-

<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
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TOTAL _____ Rs.

(Rupees _____) only.

WITNESSES:

1.

2.

SIGNATURE OF THE VENDOR

DATED THIS DAY OF , 2020

BETWEEN

MAYFAIR ASHIANA PRIVATE LIMITED

...VENDOR

AND

.....PURCHASER

D **EED OF SALE**