

Draft
DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** made this _____ day of _____ 20____ Between (1) **SRI SAMIR KUMAR MITRA**, son of late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Superannuated, having Income Tax PAN No. ADPPM4459B, Aadhaar No. 893883867160, (Mob. No. 9051481616) and presently residing at 29, Phool Bagan Road, Police Station - Patuli (previously Jadavpur), Post Office - Garia, Kolkata - 700 086, (2) **SRI SUBIR KUMAR MITRA**, son of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by Occupation - Superannuated, having Income Tax PAN No. AERPM6719F, Aadhaar No. 786049177028, (Mob. No. 9874699547) and presently residing at 31, Phool Bagan Road, Police Station - Patuli (previously Jadavpur), Post Office - Garia, Kolkata - 700 086, (3) **SMT. BIJOYA GHOSH**, wife of Sri Basudeb Chandra Ghosh and daughter of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN No. AVEPG3594Q, Aadhaar No. 741215692038, (Mob. No. 9051481616) and presently residing at 32, Vivekananda Road, Police Station - Laxmapara, Post Office - Nabagram, District - Hooghly, Pincode - 712246, (4) **SMT. MANJUSRI MITRA** alias **MANJUSUREE MITRA**, wife of late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Superannuated, having Income Tax PAN No. AEBPM42429J, Aadhaar No. M3189868728, (Mob. No. 9051481616) and presently residing at 31, Phool Bagan Road, Police Station - Patuli (previously Jadavpur), Post Office - Garia, Kolkata - 700 086, (5) **SMT. ANINDITA BASU**, wife of Sri Sabin Basu and daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN No. AMNPB1628C, Aadhaar No. 345226169453, (Mob. No. 9051481616) and presently residing at 92B, Baghajatin Place, Flat No 203, Police Station - Patuli (previously Jadavpur), Post office - Naktala, Kolkata - 700 086, (6) **SMT. AVANTIKA MITRA JHA**, daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN No. BQBPM2601K, Aadhaar No. 65215066803, (Mob. No. 9051307272) and presently residing at 31, Phool Bagan

Road, Police Station – Parali (previously Jadavpur), Post Office – Garia, Kolkata - 700 086. (7) **SMT. CHHANDA MITRA**, wife of Late Sunil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Housewife, having Income Tax PAN No. BCNPM7218L, Aadhaar No. 807049288711, (Mob. No. 9051481616) and presently residing at 31, Phool Bagan Road, Police Station – Parali (previously Jadavpur), Post Office – Garia, Kolkata - 700 086, hereinafter jointly and severally called “**Owners/Vendors**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their heirs, executors, successors and administrators and legal representatives) and are duly represented by their Constituted Attorney **PRIYADARSHI**, a partnership firm, having office at C/5, Baghajatin, Post Office – Regent Estate, Police Station- Jadavpur, Kolkata- 700092, and place of business at 2/30, Vidyasagar, Police Station – Netaji Nagar (Previously Jadavpur), Post Office – Naktala, Kolkata – 700 047 and represented by it’s two partners (1) **Sri. Ashoke Kumar Datta**, son of Late Lakshmi Narayan Datta, presently residing at 2/30, Vidyasagar, Police Station – Netaji Nagar (Previously Jadavpur), Post Office – Naktala, Kolkata – 700 047 and (2) **Sri. Surajit Das**, son of Sri. Samir Lal Das, presently residing at C/5, Baghajatin, Police Station – Jadavpur, Post Office – Regent Estate, Kolkata – 700 092, appointed by virtue of a registered Power of Attorney, duly registered at the office of A.D.S R., Alipore, South 24 Parganas, Book No.1, Volume No. 1605-2017, at Pages 192295 to 192318, Being No. 160507044 for the year 2017 of the First Part.

And

PRIYADARSHI, a partnership firm, having Income Tax PAN No. AAGFP51690 and Register office at C/5, Baghajatin, Post Office – Regent Estate, Police Station- Jadavpur, Kolkata- 700092, and place of business at 2/30, Vidyasagar, Police Station - Netaji Nagar (Previously Jadavpur), Post Office – Naktala, Kolkata – 700 047 and represented by it’s two partners (1) **SRI ASHOKE KUMAR DATTA**, son of Late Lakshmi Narayan Datta, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN – AFXPD4891A, Aadhaar No. 827421378139, (Mob. No. 8240955492) and presently residing at 2/30, Vidyasagar, Police Station – Netaji Nagar (Previously Jadavpur), Post Office – Naktala, Kolkata – 700 047 and (2) **SRI SURAJIT DAS**, son of Sri. Samir Lal Das, an adult Indian citizen, by faith –

Hindu, by occupation – Business, having Income Tax PAN - AFYPD5000N, Aadhaar No. 843274388731, (Mob. No. 9851873344) presently residing at C/5, Baghajatin, Police Station - Jadavpur, Post Office – Regent Estate, Kolkata – 700 092, hereinafter called the “**Confirming Party/Developer**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successors in office and assigns) of the **Second Part**

And

(1)..... son/Wife/Daughter of an Indian citizen, by faith - By occupation -..... having Income Tax PAN No., Aadhaar No. /..... and presently residing at hereinafter called “**Purchaser**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, successors and administrators and legal representatives) of the **Third Part**.

Whereas:

- A. The terms in this indenture, unless contrary or repugnant to the context, shall have the meanings assigned to them in the **First Schedule** hereto.
- B. One Sudhir Kumar Mitra, since deceased, the predecessor in title of the Owners herein, was the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring 4 Cents, 14 Chittaks 12 Square feet, be the same or a little more or less lying and situate at C.S. Dag No.299 corresponding to R.S. Dag No. 387 and also known and called as 299/287, under C.S. Khata No. 278 corresponding to R.S. Khata No. 243, Mouza – Badamashar, Torai Nos. 246, 1516-1518, Pargana – Khaspur, R.S. No. 17, J.L. No. 51, Police Station –Patul previously Jadavpur, then before Sadar dityganje District Sub-Registration office – Alipore, District – North 24 Parganas, Kolkata – 700 085 and now within the limits of the Municipal Ward No.101 of the Kolkata Municipal Corporation.
- C. One Smt. Uta Rani Mitra, wife aforesaid Sudhir Kumar Mitra, since deceased, the predecessor in title of the Owners herein, was the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring 16 Cents, 15 Chittaks, be the same or a little more or less lying and situate at C.S. Dag No.299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khata No. 278 corresponding to R.S. Khata No. 243, Mouza – Badamashar, Torai Nos. 246, 1516-1518, Pargana – Khaspur, R.S. No. 17, J.L. No.

31, Police Station –Patali previously Jaddanpur, then before Sadar of Hydrabad District Sub-Registration office - Alipora District - South 74 Parganas, Kolkata - 700 086 and now within the limits of the Municipal Ward No. 101 of the Kolkata Municipal Corporation.

- D.** Said Sadhar Kumar Mitra, died on 22.3.1993, leaving Smt. Gita Rani Mitra, his wife, Sushil Kumar Mitra, since deceased, Samir Kumar Mitra, Subir Kumar Mitra, three sons, Smt. Bijaya Ghosh, only daughter, Manjushri Mitra Alias Manjushree Mitra, daughter in law (wife of his predeceased son Sushil Kumar Mitra) Ayantika Mitra, Ju and Anindita Basu, grand daughters (daughters of his predeceased son Sushil Kumar Mitra) as his legal heirs and heiresses.
- E.** Subsequently Smt. Gita Rani Mitra, died on 12.01.2002, leaving Sushil Kumar Mitra, since deceased, Samir Kumar Mitra, Subir Kumar Mitra, three sons, Smt. Bijaya Ghosh, only daughter, Manjushri Mitra Alias Manjushree Mitra, daughter in law (wife of his predeceased son Sushil Kumar Mitra) Ayantika Mitra, Ju and Anindita Basu, grand daughters (daughters of his predeceased son Sushil Kumar Mitra) as his legal heirs and heiresses.
- F.** In the above referred circumstances, due to intestate death of said Late Sadhar Kumar Mitra and Late Gita Rani Mitra the aforesaid their legal heirs and heiresses of them became the co-owners of the aforesaid two properties of said Late Sadhar Kumar Mitra and Late Gita Rani Mitra.
- G.** Late said Sushil Kumar Mitra died on 09.07.2002, leaving Smt. Chhanda Mitra, his wife as his legal heiress.
- H.** Later the aforesaid legal heirs of said Late Gita Rani Mitra, sold conveyed and transferred a distinguishingly demarcated portion of land measuring 2 Cents 15 Chaks from the land of Late Gita Rani Mitra and accordingly the area of the land reduced to 16 Cents 15 Chaks..
- I.** After the owners herein being the common co-owners of the aforesaid two plots of said late Sadhar Kumar Mitra and late Gita Rani Mitra upon due application before the Kolkata Municipal Corporation have duly amalgamated the said two plots of land into a single plot of land, having final area of 19 Cents 13 Chaks 17 Square feet, be the same or a little more or less and duly mutated their names in the records of the Kolkata Municipal Corporation which after due assessment has been known and returned as Municipal Premises No. 182, Purba Phool Bagan and Phool Bagan Road, having Assessor No. 311011501821 and constructed one building thereon, measuring 630 sqft, be the same or a little more or less with cemented flooring.
- J.** In the above referred circumstances the owners have become the absolute owners of the said premises, free from all encumbrances, charges, liabilities having clear marketable title in the said Premises, more fully described in the **Second Schedule** hereunder written, it together with all the rights and benefits of the said Plan.

- K.** The owners herein, during their peaceful enjoyment of the said Premises as co-owners have decided to develop the said Premises by constructing one residential building complex comprising of three residential buildings of ground plus four stories each under separate block being Block -A (BASANT), Block - B (BIHAG) and Block -C (BAGESHRI)] at the said Premises as per the building to be sanctioned by KMC, herein after called as Plan.
- L.** The Owners herein for the aforesaid purpose of the development of the said premises have entered into Joint Development Agreement, with the Confirming Party/Developer herein, and the same has been duly registered at of ADSR Alipore, in Book No.1, Volume No., at pages from To Being No. for the year 2017, appointing the Confirming Party/Developer herein as Developer of the said premises and also as per the provisions of the said Development Agreement have issued registered Power of Attorney in favour of the Confirming party/Developer herein which has been duly registered at the office of A.D.S.R., Alipore, South 24 Parganas, Book No.1, Volume No. 1605-2017, at Pages 192295 to 192318, Being No. 100507044 for the year 2017, by virtue of which the Confirming Party/Developer herein has become empowered to construct the said residential building complex comprising of three residential buildings of ground plus four stories each under aforesaid blocks as per the sanctioned plan and also to enter into any agreement for sell of any unit at the said buildings of the said residential building complex duly constructed at the said Premises as well as to sell, convey and transfer the same to the intending purchaser or purchasers together with other powers and authorities by virtue of which the Confirming Party/Developer herein has become entitled to execute this Indenture.
- M.** Subsequently Confirming party/Developer for the construction of the said building at the said premises has the building plan sanctioned from the concerned building Department of the KMC vide building permit no.

..... Dated ----- and has started construction of the said proposed buildings at the said Premises and have duly constructed the said buildings at the said premises and also delivered the khas actual physical possession of the flats units, car parking spaces and other constructed spaces, if any under Owners' Allocation to the Owners herein after obtaining the Completion certificate from the authority concerned.

- N. The Purchaser has approached the Confirming Party/Developer herein for the purchase from the Owners/Vendors through the Confirming Party/Developer herein one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at side of floor of the building at Block - "....." of the said Premises and delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block "....." of the said Premises, which comes under Confirming Party/Developer's Allocation. **Together With** the undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** as be attributable to the said flat and the car parking space, more fully described in **Part -I** and **Part -II** respectively of the **Seventh Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the said Plans and the common areas and common portions in the said building duly constructed at the Said Premises, more fully and particularly described in the **Third Schedule** hereto. The undivided proportionate share in the land of the said Premises and the proportionate, undivided share and interest in the said Plan and the common areas and common portions in the said building duly constructed at the Said Premises are here after collectively called " **the Said Share In The Land And The Rights And Properties Appurtenant Thereto**" and further the said residential flat and the car parking space and the Said Share In The Land And The Rights And Properties Appurtenant Thereto are herein after collectively called "Unit", more fully and particularly described in **Part-I** and **Part - II** of the **Seventh Schedule** hereto.

- Q.** ~~In pursuance~~ of the above, the Owners/Vendors herein have agreed to sell, convey, transfer, assign and assure and the Confirming Party/Developer herein ~~agrees~~ to confirm the said sale, convey, transfer of the said Unit, more fully ~~and~~ particularly described in the **Seventh Schedule** hereto, in consideration of ~~the~~ Purchaser directly paying to the Confirming Party/Developer the total consideration of the sale of the said Unit.
- P.** The said Unit has been duly completed and finished in all respect and the possession thereof is being delivered to the Purchaser simultaneously with the execution hereof.
- ZA.** The Owners/Vendors herein are now completing the sale, conveyance and transfer of the said Unit to and in favour of the Purchaser herein and the Confirming Party/Developer herein is now confirming the said sale, conveyance and transfer of the said Unit by the Owners/Vendors to the Purchaser herein by executing these presents.

Now This Indenture Witnesseth That:

- I.** In consideration of the premises and in consideration of the sum of Rs...../- (Rupees) only paid by the Purchaser to the Owners/Vendors, through the Confirming Party/Developer, towards the consideration of the said Unit i.e. one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at northern side of fourth floor of the building at Block "....." and delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block -"....." of the said Premises, more fully described in Part-I and Part-II respectively of the **Seventh Schedule** hereto **Together With** the Said Share In The Land And The Rights And Properties Appurtenant Thereto i.e. undivided proportionate share in the land of the said Premises as be attributable to the said flat and car parking space, more fully described in the **Second Schedule** hereto and delineated on the Map marked "A" and

bordered "Green" thereon **And Further Together With** the proportionate, undivided share and interest in the said Plan and the common areas and common portions in the said building at the Said Premises, more fully described in the **Third Schedule** hereto (the receipt whereof the Owners/Vendors do and each of them doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same, forever, release, discharge and acquit the Purchaser and the said Unit, more fully and particularly described in the **Seventh Schedule** hereto) the Owners/Vendors do and each of them doth hereby grant, sell, convey, transfer, assign and assure and the Confirming Party/Developer doth hereby confirm, unto the Purchaser **All That** the said Unit, i.e. the residential flat bearing No. No. ".....", containing super built up area of square feet, a little more or less, situated at side of floor of the building at Block "....." and delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block "....." of the said Premises **Together With** the Said Share in The Land And The Rights And Properties Appurtenant Thereto and the undivided proportionate share in the Common Areas now are or is or at any time hereto before were or was situate, situate, bound, called, known, numbered, described and distinguished **Together With** all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, crops, benefits, advantages and all manner of former or other rights, liberties and easements, privileges, appendages and appurtenances whatsoever belonging to the Unit i.e. one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at side of floor of the building at Block "....." and delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block "....." of the said Premises **Together With** the undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the common

areas and common portions in the said building duly constructed at the Said Premises, more fully and particularly described in the **Third Schedule** hereto, usually held, used, occupied, accepted, enjoyed, reputed or known as part of parcel or member thereof or appurtenant thereto And the reversion or reversions, remainder or remainders, and the rents, issues and profits of the said Unit and other rights hereby conveyed And all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors and the Confirming Party/Developer into or upon the Said Unit and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **And Together Further With** all rights, liberties and appurtenances whatsoever **To And Unto** the said Purchasers, free from all other encumbrances, trusts, liens, liens, dispendens, and attachments whatsoever, except that charge, created with the United Bank of India, High Court Branch (Save only those as are expressly mentioned herein) **And Together Further With And Subject To** the easement or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises, the Land and the New Buildings by the Purchasers and Co-owners as mentioned in the **Fifth Schedule** hereto **To Have And To Hold** the said Unit, i.e. one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at northern side of fourth floor of the building at Block – "....." and delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block – "....." of the said Premises, more fully described in Part-I and Part-II of the **Seventh Schedule** hereto **Together With** the undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the common areas and common portions in the said building duly constructed at the Said Premises, more fully and particularly described in the **Third Schedule** hereto, herein before and herein after collectively called "Unit".

more fully and particularly described in the **Seventh Schedule** hereto and all other rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof or arising out there from, absolutely and forever **Subject To** the Covenants and the Rules and Regulations contained in the **Sixth Schedule** hereto and elsewhere herein **And Also Subject To** the Purchaser paying and discharging all taxes, impositions and other Common Expenses relating to the Premises proportionately and the said Unit Wholly, details whereof are more fully mentioned in the **Fourth Schedule** and the **Sixth Schedule** hereto.

II. The Owners/Vendors And The Confirming Party/Developer Hereby Covenant With The Purchaser -

- i) That the interest which the Owners/Vendors and the Confirming Party/Developer do hereby profess to transfer subsists and that the Owners/Vendors and the Confirming Party/Developer have the sole right, full power and absolute authority to grant, sale, convey, transfer, assign and assure unto the Purchaser the said Unit **Together With** the benefits, rights and properties hereby sold and conveyed.
- ii) **And That** it shall be lawful for the Purchaser, from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the said Unit and all other benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever, from or by the Owners/Vendors or the Confirming Party/Developer or any person or persons claiming through, under or in trust for the Owners/Vendors or the Confirming Party/Developer, unless otherwise expressly mentioned herein **And** freed and cleared from and against all manner of encumbrances, trusts, liens, mortgages and attachment whatsoever **Save** only those are expressly contained herein.

- iii) **And That** the Owners/Vendors and the Confirming Party/Developer shall, from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matter and things whatsoever for further better or more perfectly assuring the said Unit **Together With** the benefits, rights and properties hereby granted, upon the Purchaser, in the manner aforesaid.
- iv) **And That** the Owners/Vendors and/or the Confirming Party/Developer and/or the Association, upon its formation, shall unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the Purchaser, produce or cause to be produced to the Purchaser or to his attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises (which are presently in possession of the Owners/Vendors) and shall also, at the like request and costs of the Purchaser, deliver to the Purchaser such attested or other copies or extracts there from, as the Purchaser may require and shall in the meantime, keep the same safe, unobliterated and uncancelled.
- v) **And That** the Owners/Vendors and the Confirming Party/Developer shall not do anything or make any grant or term, whereby the rights of the Purchaser hereunder may be prejudiciously affected and shall do all acts as be necessary to ensure the rights available to the Purchaser and the Co-Owners hereunder.
- vi) **And Further That** the Owners/Vendors and the Confirming Party/Developer shall duly fulfill and perform all their respective obligations and Covenants mentioned herein.

III. The Purchaser Doth Hereby Covenant With The Owners/Vendors And The Confirming Party/Developer -

- i) **That** he shall observe, fulfill and perform the rules, regulations and Covenants hereunder written **Save** those thereof as have already been observed, fulfilled and performed, including, those described in the Sixth **Schedule** hereto and to regularly pay and discharge all taxes, impositions and all other outgoings on and in connection with the said Unit wholly and proportionately in respect of the Common Areas and Common Portions of the said Premises, including the Common Expenses.

IV. Provided Always And It Is Hereby Expressly Agreed And Declared By And Between The Parties Herein -

- i) **That** the said Unit, in terms hereof have been constructed, completed and made tenable and vacant possession thereof has been delivered by the Confirming Party/Developer for and on behalf of the Owners/vendors hereof and the same has been received by the Purchaser.
- ii) **And That** the Purchaser neither has nor shall claim from the Owners/vendors and/or the Confirming Party/Developer and/or other co-owners, any right, title or interest in other part or portion of the land of the said Premises and/or the New Buildings **Save** the said Unit and the other benefits, rights and properties hereby sold and conveyed.

The First Schedule

(Definitions)

- A. The terms used in this Indenture shall, unless they are contrary and/or repugnant to the context, mean and include the following:
 1. **Association** shall mean a limited company or society or syndicate or association to be promoted or formed by the co-owners for the common purposes.

2. **Common Parts And Common Portions And Common Areas** shall mean and include all the common areas like driveways, facilities, amenities, erections, constructions and installations to comprise in the Premises and/or the Block of the new buildings wherein the said Unit is situate, more fully mentioned in the **Third Schedule** hereto and expressed or intended for common use and enjoyment by the co-owners.
3. **Common Purposes** shall mean and include the purposes of managing and maintaining the said land of the said Premises and the new buildings thereon and in particular the Common Areas, collection and disbursement of the Common Expenses and dealing with matters of common interest of the co-owners and relating to their mutual rights and obligations, for the, most beneficial use and enjoyment of their respective Units, exclusively and the Common Areas in common.
4. **Co-Owners** shall, according to its context, mean either all the persons who acquire or agree to acquire or own Units in all the Blocks of the Premises or Block ".....", as the case may be, including, the Owners/Vendors for those Units not alienated or agreed to be alienated.
5. **Confirming Party/Developer** shall mean the Confirming Party/Developer above named and shall include his heirs, heiresses, executors, executrices, administrators, legal representatives and assigns.
5. **Expenses** shall include all expenses to be incurred by the co-owners for the management and maintenance and up keep of the new buildings and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **Fourth Schedule** hereto.

6. **Land** shall mean the land contained in the Premises, more fully described in the **Second Schedule** hereto.
7. **Map** shall mean the Maps or Plans of the Premises and the flat of the said Unit, annexed hereto, marked "A", and "B" respectively.
8. **Municipality** shall mean the Kolkata Municipal Corporation and also include the Kolkata Metropolitan Development Authority and other concerned authorities, which have sanctioned the Plans and ratified the construction of the New Buildings and/or otherwise concerned with imposition of rates and taxes.
9. **New Buildings** shall mean the buildings as have been and/or are being completed and/or are going to be completed in different blocks by the Confirming Party/Developer on the said Premises.
10. **Plans** shall mean the plans, drawings and specifications of the New Buildings, prepared by the Architect and sanctioned by the concerned authorities, including the Municipality. **Provided That** it shall also include all alteration/additions/modifications therein, from time to time, made with the approval of the Architect and/or Municipality.
11. **Premises** shall mean the Premises described in the **Second Schedule** hereto and delineated in the Map marked "A" and bordered "Green" thereon and shall also include the New Buildings constructed and to be constructed thereon, wherever the context so permits.
12. **Proportionate Or Proportionately** shall mean the proportion which the Super Built Up area of any Unit be to the Super Built Up Area of all the Units in the New Buildings **Provided That** where it refers to share of any rates and/or taxes amongst the Common Expenses, then

such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. in case of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Co-owners, respectively.

13. **Purchaser** shall mean and include:-
- a) If he/she be an individual, then his/hers/their respective heirs, executors, administrators, legal representatives and/or assigns.
 - b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and/or assigns.
 - c) If it be a company, then it's successors or successors-in-interest and/or assigns.
 - d) If it be a partnership firm, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and/or assigns.
14. **Said Share In The Land And The Rights And Properties Appurtenant Thereto** shall mean and include undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the said Plan and the common areas and common portions in the said building at the Said Premises, more fully described in the **Third Schedule** hereto: **And Together With** the obligation to purchase wholly, the said Flat and proportionately, the Common Areas from the Owners/Vendors through Confirming Party/Developer.

15. **UNIT** shall mean one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at northern side of fourth floor of the building at Block – ".....", delineated on the Map or Plan annexed hereto, marked with letter "B" and bordered "Red" thereon and one open car parking space at the ground floor of the building at Block – "....." of the said Premises. **Together With** the Said Share In The Land And The Rights And Properties Appurtenant Thereto, more fully described in **Part-I** and **Part-II** of the **Seventh Schedule** hereto.
16. **Undivided Impartible Proportionate Share** shall mean the undivided share in the land contained in the Premises described in the **Second Schedule** hereto, appertaining to the said Unit, agreed to be sold to the Purchaser, which shall always be impartible and shall be proportionate to the Super Built Up Area of the said Unit and shall also include such shares appurtenant to all other units comprised in the New Buildings, wherever the context permits.
17. **Units** shall mean the spaces constructed in the New Buildings, intended and/or capable of being exclusively owned, held and/or occupied by any co-owner.
18. **Owners/Vendors** shall mean the Owners/Vendors above named and shall include their and each of their heirs, heiresses, executors, executrices, administrators, legal representatives and assigns.
19. **Singular** shall include the plural and vice versa.
22. **Masculine** gender shall include the feminine and neuter gender and vice versa.

The Second Schedule

(Premises)

All That the residential building complex named "MITRAYANGAN" comprising of three residential buildings of ground plus four stories each under Block -A (BASANT), Block -B (BIHAG) and Block -C (BAGESHRI) Together With the piece and parcel of land there unto belonging and on which the same are erected and built, measuring 19 Cottahs 15 Chhaks 12 Square feet, be the same or a little more or less, lying and situate at C.S. Dug No. 299 corresponding to R.S. Dug No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 245, Mouza - Bademashar, Touzi Nos. 246, 1516-1518, Pargana - Khaspur, R.S. No. 17, J.L. No. 31, Police Station - Jadavpur, District Sub-Registration office - Alipore, District - South 24 Parganas, Police Station - Jadavpur, Kolkata - 700 086 and within the limits of the Municipal Ward No.101 of the Kolkata Municipal Corporation, being Municipal Premises No. 182, Purba Phool Bagan and Phool Bagan Road, having Assessee No. 311011601824 and butted and bounded as follows:-

ON THE NORTH :- By the property of Rama Chakraborty.

ON THE SOUTH :- By land under C.S. Plot No. 299/287

ON THE EAST :- By 20 feet wide KMC Road known as Phool Bagan Road

ON THE WEST :- By Land under C.S. Plot No. 299/187 and 299/287

The Third Schedule

(Common Areas)

1. Areas:-
 - a) Open and/or covered paths and passages.
 - b) Lobbies and stair cases.
 - c) Community Hall.
 - d) Common installations on the roof.
 - e) Lift pits and machine room.
 - f) Pump room and electric meter room.
 - g) Transformer room.

- h) Roof of the New Buildings.
 - i) Darwan's rooms servant's toilets and generator room.
2. **Water And Plumbing:** water reservoirs water tanks water pipes (save those inside any Unit).
 3. **Electrical Installations:**
 - a) Wiring and accessories for lighting of Common Areas.
 - b) Pumps and motors.
 4. **Drains:** Drains sewers pipes and septic tanks
 5. **Others** other common areas and installations and/or equipment as are provided in the New Buildings for common use and/or Enjoyment.
 6. Electrical Installations relating to transformer and sub station for receiving electricity from suppliers.
 7. Lift and accessories.
 8. Common Generator, if any.
 9. Fire fighting equipment. If any.
 10. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the New Buildings as are necessary for passage or user and occupancy of the said unit after construction of the New Building but excluding the covered and open car parking spaces and area of the New Buildings

The Fourth Schedule:

(Common Expenses)

1. **Maintenance:-**
All costs of maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting and renovating the Common Areas including the exterior or interior (but not inside any Unit) walls of the New Building.
2. **Operational:**
All expenses for running and operating all machinery equipments and installations comprised in the Common Areas including transformers, generators, if any, pumps, lifts, motors and other common installations including their licence fees, taxes and other levies, if any and the lights of the common Areas.
3. **Staff:**
The salaries of and all other expenses on the staff to be employed for the Common Purposes including durwans, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
4. **Association:**
Establishment and all other expenses of the Association including its formation, office and miscellaneous expenses and also similar expenses of the Confirming Party/Developer until handing over to the Association.
5. **Insurance:**
Insurance premium for insuring the New Buildings and/or the Common Areas inter alia against earthquake, fire, theft, violence, Damages, civil commotion etc.
6. **Fire Fighting:**

Costs of installation and operating of the fire fighting equipments.

7. **Common Utilities:**

All charges and deposits for supplies of common utilities to the co-owners in common.

8. **Electricity:**

Electricity charges for the electrical energy consumed for the operation of the Common Areas.

9. **Litigation:**

All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas.

10. **Rules And Taxes:**

Municipal Tax, Multistoried Building Tax, Water Tax, Urban Land Tax and all other levies which are imposed at present and may likely be imposed in future in respect of the Premises and the New Buildings SAVE those separately assessed on the Purchasers.

11. **Reserves And Miscellaneous:**

All other expenses, taxes, rates and other levies as are deemed by the Confirming Party/Developer to be necessary or incidental or liable to be paid by the Co-owners in common, including, such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Areas.

The Fifth Schedule

(Easements)

The Co-owners shall allow each other, the Owners/Vendors, the Confirming Party/Developer and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- ii) The right of common passage, used and movement in all the Common Areas;
- iii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and every part of the New Buildings, including, the said Unit;
- iv) Right of support, shelter and protection of each portion of the New Buildings by other and/or others thereof;
- v) The absolute unfettered and unencumbered right over the Common Areas Subject To the terms and conditions herein contained;
- vi) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Unit;
- vii) Right to install Television Antenna at such place on the roof of the New Buildings, as be demarcated and or allocated by the Confirming Party/Developer for such purpose, from time to time, without in any manner, disturbing any Co-owner, entitled exclusively to the same.
- viii) The right, with or without workmen and necessary materials, to enter upon the New Buildings, including, the Said Unit or any other unit for the purpose of repairing of any of the Common Areas or any appurtenances to any unit and/or any thing comprised in any unit, in so far as the same can not be carried out without such entry and in all such cases, excepting emergency, upon giving 24 (twenty four) hours prior notice in writing to the Co-owners affected thereby.

The Sixth Schedule

(Covenants, Rules And Regulations)

1 Transfer And Dismemberment:

- 1.1 The Purchaser shall not, at any time, claim partition of the Undivided Impartible Proportionate Share and/or the Common Areas.
- 1.2 **Subject To** the provisions contained in these presents **And Subject To** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the Said Unit and the same shall be heritable and transferable as other immovable properties.
- 1.3 In case the Purchaser divests himself of his rights in the Said Unit, then such transfer shall be accompanied by the transfer of all share or interest the Purchasers may have in the New Buildings, the Premises and the Association and such transfer shall be **Subject To** the condition that the transferee shall become the proportionate share holder and/or owner of the equity capital and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchaser hereunder and such transferee shall also have all the rights as the Purchasers may have hereunder. Moreover, any transfer shall not be in any manner inconstant herewith and the covenants herein shall run with the Said Unit.

2. Mutation, Taxes And Impositions:

- 2.1 The Purchaser shall, after the transfer being completed in terms hereof, apply for and have the Said Unit separately assessed for the purpose of assessment of the Municipal rates and taxes

- 2.2 In case the Purchaser fail to apply for the mutation despite being called upon to do so by the Confirming Party/Developer, then and in such event, the Confirming Party/Developer shall be entitled to have the same effected at the costs and expenses of the Purchaser and the Purchaser shall pay the Confirming Party/Developer such costs and expenses immediately of being called upon by the Confirming Party/Developer and without prejudice to the other rights of the Confirming Party/Developer.
- 2.3 Until such time as the Said Unit be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.
- 2.4 Upon the mutation of the Said Unit in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the Said Unit and proportionately in respect of the Common Areas.
- 2.5 Apart from the amount of such taxes and impositions, the Purchaser shall be liable to the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
- 2.6 All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Premises and the New Buildings, accruing till the date of possession of the Said Unit or the date of registration of the Deed of Conveyance of the Said Unit, which ever is earlier, shall be paid, borne and discharged by the Confirming Party/Developer exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser wholly, in case the same relates exclusively to the said Unit and

proportionately, in case the same relates to the Premises and the New Buildings.

- 2.7 The term "Taxes" and "Imposition;" referred to in the various sub-clauses of Clause 2 immediately preceding shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharges, Multistoried Building Tax, Urban Land Tax, Betterment fees, Water Tax etc and/or taxes of similar nature and/or any other taxes as may be imposed from time to time.

3. **Management And Maintenance Of The Common Areas:**

- 3.1 Until formation of the Association, the Confirming Party/Developer may, from time to time, appoint ad-hoc committee or committees of the Co-owners for such purposes and on such terms as to its election, constitution, authority, delegation and/or function, as the Confirming Party/Developer may deem proper. The Confirming Party/Developer, at its option, may also terminate the appointment of such ad-hoc committee or committees.
- 3.2 The Purchaser shall not in any manner, interfere or raise any objection whatsoever in or with the said functions of the Confirming Party/Developer and/or the Association, relating to the Common Purposes.
- 3.3 The Confirming Party/Developer and upon its formation, the Association shall frame such rules, regulations and bye-laws for the Common Purposes, as the Confirming Party/Developer or the Association may consider reasonable but not inconsistent with the provisions herein and the Purchasers shall abide by the same.

4. **The Association:**

4.1 The Purchaser, the Owners/Vendors and the Confirming Party/Developer, (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be reasonably required by them.

5. **Title Deeds:**

5.1 The Owners/Vendors shall keep the title deeds in respect of the Premises, as are in their possession, in their safe custody or in the custody of any person or persons as the Owners/Vendors may, in their absolute discretion, think fit and proper. The Owners/Vendors shall, at the costs and expenses of the Purchaser, arrange for inspection thereof and allow the Purchaser to take copies and/or extracts there from as be required by the Purchaser and shall also, at the like request and costs arrange for production of the same before such authorities as the Purchaser may reasonably required.

6. **Additions, Alterations And Payment Of Betterment Fees Etc.:**

6.1 The Purchaser shall, at their cost, wholly in case of it relates to the said Unit or any part thereof and proportionately, in case it relates to all the Units in the New Buildings and/or the Common Areas, make all alterations and/or additions as be required to be made by the Municipality or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. User Of The Said Unit And The Common Areas:

7.1 The Purchaser shall, at his own costs and expenses, do the following:

- a) Keep the Said Unit and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and reasonable place.
- b) Use the Said Unit and all Common Areas carefully, peacefully and quietly and only for the purpose for which it is meant.
- c) Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Confirming Party/Developer or the Association, upon its formation, in writing.
- d) Use and fix grills as specified by the Confirming Party/Developer.

7.2 The Purchaser shall **Not** do the following:

- a) Obstruct the Confirming Party/Developer or the Association in their acts, relating to the Common Purposes.
- b) Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas.
- c) Injure, harm or damage the Common Areas or any other Units in the New Buildings by making any alterations or withdrawing any support or otherwise.

- c) Alter any portion, elevation or colour scheme of the New Buildings.
- cf) Throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the Common Areas **SAVE** at the places indicated therefore.
- f) Place or cause to be placed any article or object in the Common Areas.
- g) Use the Said Unit or any part thereof for any purpose other than for residential purpose.
- h) Carry or cause to be carried on any obnoxious or injurious activity in or through the Said Unit and the Common Areas.
- i) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Buildings and/or the adjoining building or buildings.
- j) Use or allow the Said Unit or any Part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering Place, restaurant or other public purpose without the written consent of the Confirming Party/Developer or the Association.
- k) Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the New Buildings and/or outside walls of the Said Unit **Save** at the place or places provided therefore or approved in writing by the Confirming Party/Developer or the Association **Provided That** this shall not prevent the Purchasers from

displaying a decent name plate outside the main door of the Said Unit.

- l) Obstruct or object to the Confirming Party/Developer using allowing others to use, transferring or making any construction on any part of the Premises and/or the New Buildings.
- m) Obstruct the Owners/Vendors and the Confirming Party/Developer in selling or granting rights to any person on any part of the Premises and/or the New Buildings (excepting the Said Unit).
- n) Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit.
- o) Affix or draw any wire, cable, pipe line, to or through any Common Areas or outside walls of the New Buildings or other units Save in the manner indicated by the Confirming Party/Developer or the Association.
- p) Keep any heavy article or thing, which is likely to cause nuisance to the occupants of the other portions of the New Buildings.
- q) Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.
- r) Install any air conditioner except according to the specifications of the Confirming Party/Developer and on obtaining prior written permission of the Confirming Party/Developer herein.

- s) Affix or change windows or grills other than according to the approved specifications of the Confirming Party/Developer and on obtaining prior written permission of the Developer.
- t) Change the colour scheme of the windows, grills and the main door of the Said Unit other than according to the specifications of the Confirming Party/Developer and on obtaining prior written permission of the Confirming Party/Developer.

8. Payment And Deposits Towards Taxes And Impositions And The Common Expenses:

- 8.1 The Deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 3 (three) days of the Confirming Party/Developer's or Association's (upon its formation) leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser.
- 8.2 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.
- 8.3 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.
- 8.4 The Purchaser shall also keep one interest free deposit of Rs./- (.....) only, calculated @ Rs..../-per square feet of super built up area per month for meeting up future common expenses, out going and other charges for management and maintenance of the said Premises and another interest free deposit of Rs...../- (Rupees) only, calculated @ Rs...../-per square feet

super built up area per month for 12 months only for meeting up any out standing rates and taxes, if at all arises during the period from the date of delivery of possession of the said Unit to the date of mutation of the name of the Owner of the said Unit in the records of the Kolkata Municipal Corporation.

8.5 It is clarified that, out of the payment and deposits mentioned herein above, in case there be any deficit, the Purchaser shall pay further amounts to meet up such deficit.

9. **Miscellaneous:**

9.1 Any delay or indulgence by the Confirming Party/Developer, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Confirming Party/Developer or the Association, upon its formation.

9.2 Whenever any amounts are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the Said Unit and proportionately in case they relate to the Premises and the Common Areas, unless otherwise specifically mentioned.

9.3 All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit.

9.4 All charges for the electricity consumed in the Said Unit shall be borne and paid by the Purchaser.

9.5 As between the Owners/Vendors and/or the Confirming Party/Developer and/or the Association of the one part and the Purchaser of the other part, the parties herein shall indemnify and keep

each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

- 9.6 The Confirming Party/Developer shall always have the exclusive right to raise further stories on the roof of the New Building as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to the persons desirous of owning the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser agrees not to obstruct the exercise of such right by the Confirming Party/Developer in any manner whatsoever.

The Seventh Schedule

(Unit)

(Part-I)

All That one residential flat bearing No. ".....", containing super built up area of square feet, a little more or less, situated at side of floor of the building at Block "....." delineated on the Map annexed hereto, marked "B" and bordered "Red" thereon **Together With** the undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the said Plans and the common areas and common portions in the said building duly constructed at the Said Premises, more fully and particularly described in the **Third Schedule** hereto.

Part-II

All That one open car parking space, at the ground floor of the building at Block – "....." **Together With** the undivided proportionate share in the land of the said Premises, more fully described in the **Second Schedule** hereto **And Further Together With** the proportionate, undivided share and interest in the said Plans and

the common areas and common portions in the said building duly constructed at the Said Premises, more fully and particularly described in the **Third Schedule** hereto.

In Witness Whereof the parties hereto have executed these presents on the day month and year first above written

Executed and Delivered by the **Owners/Vendors** at Kolkata in the presence of:

1.

2.

Executed and Delivered by the **Confirming Party/Developer** at Kolkata in the presence of:

1.

2.

Executed and Delivered by the **Purchaser** at Kolkata in the presence of:

1.

2.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned Purchasers the within mentioned sum of Rs.-/- (Rupees) only in the following manner: -

Sr. No.	Instrument.	Number	Date	Bank	Amount
1.					
2.					
3.					
4.					
5.					

Total :- Rs.

(Rupees) only

Drafted and prepared at our office