

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of
_____, Two Thousand Twenty (2020) ;

BETWEEN

(1) SRI BISWADEB ROY (PAN: ADZPR4167P), Aadhaar No. 528350280763, son of Late Aswini Kumar Roy, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at 164/3A, Lake Gardens, Flat No. C/3, P.O. – Lake Gardens, Police Station – Lake, Kolkata – 700045 and **(2) SMT. RUBY ROY, (PAN: ACGPR7907R), Aadhaar No. 330964967517**, wife of Sri Pinaki Roy, by faith – Hindu, by occupation – Housewife, residing at 164/3A, Lake Gardens, Flat No. C/3, P.O. – Lake Gardens, Police Station – Lake, Kolkata – 700045, hereinafter referred to as the **“VENDORS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. Being represented by their Constituted Attorney **SRI VINAY PURI, (PAN: AFWPP2859R), Aadhaar No. 2523 8586 5287, Mob: 9831023135**, son of Sri Vinod Puri, by faith – Hindu, by occupation – Business, residing at 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, Director of **RAJ ABASAN PRIVATE LTD. (PAN:AACCR5243H)** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 162/B/324, Lake Gardens, P.O. – Lake Gardens, Police Station – Lake, Kolkata – 700045, by virtue of Power of Attorney registered in the office of D.S.R. III, Alipore, District 24 Parganas (South) on 24/06/2014 and recorded in Book No.1, Volume No. 13, pages 1788 to 1797, Being No.04958 for the year 2014.

AND

SRI/SMT. _____ (**PAN** : _____),
Aadhaar No. _____, **Mob:** _____, son/wife of
 _____, by faith - _____, by occupation -
 _____, by Nationality – Indian, residing at _____
 _____, P.O. - _____, Police Station - _____,
 Kolkata – _____, hereinafter called and referred to as the
“PURCHASER” (which term or expression shall unless excluded by or repugnant
 to the subject or context be deemed to mean and include his/heir/their respective

heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

RAJ ABASAN PRIVATE LTD. (PAN:AACCR5243H) a private Limited Company incorporated under the Companies Act, 1956, having its registered office at 162/B/324, Lake Gardens, P.O. – Lake Gardens, Police Station – Lake, Kolkata – 700045, represented by one of its Director **SRI VINAY PURI, (PAN: AFWPP2859R), Aadhaar No. 2523 8586 5287, Mob: 9831023135**, son of Sri Vinod Puri, by faith – Hindu, by occupation – Business, residing at 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the Subject or context be deemed mean and include its successors-in-interest and assigns) of the **THIRD PART.**

WHEREAS Sri Biswadeb Roy, the Vendor No.1 herein, absolutely seized and possessed of Sali land measuring about 4 Cotthas more or less lying and situated in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No. 145, R.S. Khatian No. 95, Touzi No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 109, Premises No.559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700 099, under Assessee No. 31-109-08-0559-2, morefully described in the Schedule hereunder written by virtue of deed of conveyance dated 31st August’ 1998 registered in the office of DSR, Alipore 24 Parganas and recorded in Book No. I, Volume No. 385, pages 200 to 207, Being No. 14732 for the year 1983.

AND WHEREAS Smt. Ruby Roy, the Vendor No.2 herein, absolutely seized and possessed of Sali land measuring about 4 Cotthas 10 chittacks more or less lying and situated in Mouzaa Nayabad, Scheme Plot No. 4, R.S. Dag No. 145, R.S. Khatian No. 95, Touzi No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata

Municipal Corporation, Ward No.109, Premises No.559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700 099, under Assessee No. 31-109-08-0561-0, morefully described in the Schedule hereunder written by virtue of deed of conveyance dated 31st August’ 1998 registered in the office of DSR, Alipore 24 Parganas and recorded in Book No. I, Volume No. 385, Being No.14730 for the year 1983.

AND WHEREAS *to enjoy the said property properly both the Vendors Sri Biswadeb Roy and Smt. Ruby Roy, the Vendors herein, have decided to develop their said property after amalgamation of the said two premises converted into one single premises and for which they entered into two separate Agreement with the Developer namely Raj Abasan Pvt. Ltd. on the terms and conditions stated therein.*

AND WHEREAS *to amalgamate of their said two premises Sri Biswadeb Roy the Vendor No. 1 herein executed a Deed of Conveyance in favour of the Vendor No. 2 Smt. Ruby Roy, All That undivided share of land measuring about 100 sq.ft. in premises No.559, Nayabad, Police Station – Purba Jadavpur, Ward No. 109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealdah, and recorded in Book No. I, CD Volume No.7, pages 4710 to 4725, Being No. 03103, for the year 2012.*

AND WHEREAS *simultaneously Smt. Ruby Roy, the Vendor No. 2 herein executed a Deed of Conveyance in favour of Biswadeb Roy, the Vendor No. 1 All That undivided share of land measuring about 100 sq.ft. in premises No.561, Nayabad, Police Station – Purba Jadavpur, Ward No.109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealdah, and recorded in Book No. I, CD Volume No.7, pages 4735 to 4750, Being No. 03105, for the year 2012.*

AND WHEREAS *said Biswadeb Roy and Smt. Ruby Roy, amalgamated their said two premises into one single premises in the records of the Kolkata Municipal Corporation, and after such mutation of the said property the said two premises*

converted into one single premises being known and numbered as amalgamated Premises No.559, Nayabad, Police Station Purba Jadavpur, Kolkata – 700099, under Assessee No. 31-109-08-0559-2 and the total land measuring about 8 Cottahs 10 Chittacks more or less, morefully described in the Schedule 'A' hereunder written and jointly seized and possessed of the same by paying taxes regularly.

AND WHEREAS *as per circular of the Registering Authority the Vendors and the Developer herein executed and registered the Joint Development Agreement dated 24/06/2014 registered in the office of D S R-III, Alipore, South 24-Pgs and recorded in Book No.I, Volume No. 13, pages from 1635 to 1655, Being No. 04957 for the year 2014, in respect of the said property being amalgamated Premises No.559, Nayabad, Police Station Purba Jadavpur, Kolkata – 700099, under K.M.C. Ward No.109, District – 24 Parganas (South), on the terms and conditions stated therein.*

AND WHEREAS *to comply all the terms and conditions of the said agreement the Vendors herein executed a Power of Attorney in favour of **SRI VINAY PURI**, son of Sri Vinod Puri of 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, Director of **RAJ ABASAN PRIVATE LTD.** a private Limited Company incorporated under the Companies Act, 1956, having its registered office at 162/B/324, Lake Gardens, P.O. – Lake Gardens, Police Station – Lake, Kolkata –700045, registered in the office of D.S.R. III, Alipore, District 24 Parganas (South) on 24/06/2014 and recorded in Book No.1, Volume No. 13, pages 1788 to 1797, Being No.04958 for the year 2014.*

AND WHEREAS *in terms of the said registered Joint Development Agreement the Developer obtain sanction building plan from the Kolkata Municipal Corporation, vide sanction Plan No. 2019120124 dated 22/10/2019 for construction of G+4 storied building at the said Premises being No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata – 700099, under K.M.C. Ward No.109, District – 24 Parganas (South).*

AND WHEREAS in terms of the registered Joint Development Agreement the Developer completed the construction of the said G+IV storied building at the said Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata – 700099, under K.M.C. Ward No.109, District – 24 Parganas (South), as well as flats, Car Parking Space and other spaces as well as the said building in habitable condition.

AND WHEREAS after completion of the said building the Developer applied for obtained building Completion Certificate from the Kolkata Municipal Corporation, vide Completion Case No. _____ dated _____ issued by the Kolkata Municipal Corporation.

AND WHEREAS the Developer announced to sell its allocated flats and car parking space of the said building, the Purchaser after scrutiny of all the papers and documents title deeds, building plan and being satisfied has offered the Developer to purchase one self contained Flat being **Flat No.** “_____” in the _____ **side** of the _____ **Floor**, measuring about _____ **Sq.ft.** **Super Built Up Area and** _____ **sq.ft. built up area area** more or less, & **Carpet Area** _____ **sq .ft** consisting of _____ Bed Rooms, one drawing room, one dining room, one kitchen, _____ toilet and one covered Car Parking Space vide C.P. No. “_____” on the Ground floor (underneath the building), measuring about _____ sq.ft. more or less of the said G+IV storied building at the said Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata – 700099, under K.M.C. Ward No.109, District – 24 Parganas (South), morefully described in the **FIFTH SCHEDULE** hereunder written and the Developer has agreed to sell the said Flat and the said covered Car Parking Space to the Purchaser at and for the total consideration of **Rs.** _____ **/-** (**Rupees** _____) **only** and the Purchaser has agreed to purchase the said flat and car parking space of the said G+IV storied building at the said

consideration, free from all encumbrances and for which they entered into an agreement for sale on _____ on the terms and conditions stated therein.

NOW THIS INDENTURE WITNESSETH THAT :

In pursuance of the agreement and in consideration of the said sum of **Rs. _____ /- (Rupees _____)** only paid by the Purchaser to the Developer, the receipt whereof the Developer doth hereby also by the receipt and memorandum of consideration hereunder written admit and acknowledge and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser the said share and the properties and rights and appurtenants thereto and the Vendors doth hereby grant, sell, convey, transfer assign and assure unto the Purchaser **ALL THAT** the undivided impartible proportionate share in the land contained under the **SECOND SCHEDULE** hereunder written and/or given together with the self contained Flat being **Flat No. “ _____ ”** in the _____ **side** of the _____ **Floor**, measuring about _____ **Sq.ft. Super Built Up Area and _____ sq.ft. built up area** more or less, **Carpet Area _____ sq .ft** consisting of _____ Bed Rooms, one drawing room, one dining room, one kitchen, _____ toilet and one covered Car Parking Space vide **C.P. No. “ _____ ”** on the **Ground Floor** (underneath the building), measuring about _____ **sq.ft.** more or less of the said G+IV storied building at the said Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata – 700099, under K.M.C. Ward No.109, District – 24 Parganas (South), fully described in the **FIFTH SCHEDULE** hereunder written and/or given in common with the co-owners and/or occupiers of the said building and together with the right and properties appurtenant thereto which are all there after as well as herein before collectively called “the said Flat and Car Parking Space and the properties and rights appurtenants thereto” and the reversion or reversions, remainder or remainders and the rents, issues and profits to the said flat and the properties and

*rights appurtenant thereto and other rights hereby conveyed and all the estate, rights, title, interest, property claim and demand whatsoever of the vendors herein into or upon the said flat and the properties and rights appurtenant thereto 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 respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchaser herein free from all encumbrances, trusts, liens, lispensense and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the units including the undivided impartible proportionate share by the Purchaser herein and the co-owners as mentioned under the **THIRD SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said Flat No. “_____” on the _____ **Floor** and one covered Car Parking Space being C.P. No. “_____” on the **Ground Floor** and rights and appurtenants thereto and all other benefits and rights 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 absolutely and forever Subject to the covenants contained and/or given and/or elsewhere herein and also subject to the Purchaser’ paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said flat and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** hereunder written and/or given.*

II. THE VENDORS HEREIN DOTH HEREBY CONVENANT WITH THE PURCHASER HEREIN as follows:

- A. *The interest which the Vendors herein do hereby profess to transfer, subsists and that the Vendors have the jointly right full power and absolute*

authority to grant sell, convey transfer assign assure unto the Purchaser the said unit/Flat and Car Parking Spaces and the properties and rights appurtenant thereto together with the benefits rights and properties hereby sold and conveyed.

- B. It shall be lawful for the Purchaser herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said Flat and Car Parking Spaces and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents issues and profits thereof without any interruption disturbance thereof or demand whatsoever from or be the Vendors herein or any person or persons claiming through under or in trust for the Vendors herein unless otherwise expressly mentioned herein **AND** freed and declared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are express contained herein.*
- C. The Vendors herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser herein or their respective heirs, executors and successors make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said unit/ flat and car parking spaces and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchaser herein and in the manner aforesaid.*
- D. The Vendors herein and the Association shall unless prevented by fire or some other irresistible from time to time and all times hereafter upon reasonable request and the costs of the Purchaser produce or cause to be produced to the Purchaser herein or to their attorneys or agents 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 present in the possession of the Vendors) and also shall at the like, request and costs of the Purchaser deliver to the Purchaser herein such attested or other copies or extracts there-from as the Purchaser herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

- E. The Vendors herein shall not do anything or make any grant or term whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to assure the rights available to the Purchaser as a Purchaser and as a co-owner hereunder.*
- F. The Vendors shall duly fulfill and perform all their obligations and covenants elsewhere herein.*

III. THE PURCHASER HEREIN DOTH HEREBY COVENANT WITH THE VENDORS AND DEVELOPER HEREIN AS FOLLOWS :-

- a) The Purchaser shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses and outgoings and obligations as mentioned **FOURTH SCHEDULE** hereunder written.*
- b) The Purchaser shall at all times hereafter make payment of all corporation taxes and other rates, taxes impositions and outgoings arising from the date of this conveyance and/or from the date of handing over possession whichever is later and that may be imposed hereafter from time to time or become payable in respect of the said Flat/ Unit and car parking space.*
- c) The Purchaser shall permit, if required the Owners of other flats / apartments or association and its surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said Flat/Unit for the purpose of repairing, making,*

reinstalling, rebuilding, cleaning, lighting and keeping in order and good condition and sewers, drains, pipes, cables, water courses, wires, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing, water pipes, electrical wires and cables for other similar purpose.

- d) The Purchaser shall keep the said Flat and Car Parking Space unit in good and substantial repair and condition to support and protect the other parts of the said building as they now enjoy.*
- e) The Purchaser shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed at the said Flat unit and Car Parking Space as may be shown recorded in the meter installed to record consumption of electricity at the said Flat and Car Parking Space.*
- f) The Purchaser agrees to become a member of the Association of the flat Owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.*
- g) The Purchaser herein agreed that in consideration of payments to Developer to Purchasing the said Flat and one Covered Car Parking Space.*
- h) That the Purchaser shall not raise any objection, if the Developer constructs another floor on the roof of the fifth floor as per rules of the Kolkata Municipal Corporation.*

THE FIRST SCHEDULE ABOVE REFERRED TO-

(Definition)

ASSOCIATION: *Shall mean a limited company society syndicate or association of the co-owners or formed by the Vendors for the common purposes.*

COMMON AREAS: *Shall mean all the common areas, driveways, facilities, amenities exactions, constructions and installations to comprised in the premises and/or the new building more fully mentioned under the **THIRD SCHEDULE** hereunder written and/or given and expressed and/or intended by the Vendors and the developers and the developer for common use and enjoyment by the co-owners.*

COMMON EXPENSES: *Shall include all outgoings and expenses to be incurred by the co-owners for the maintenance management and upkeep of the new building and the premises and/or expenses for the common Purchaser including those mentioned in the **FOURTH SCHEDULE** hereto.*

COMMON PURPOSES: *Shall mean the purpose of managing and maintaining the new building and the premises and in particular areas, collection and disturbances of the common expenses and dealing with the 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.*

CO-OWNERS: *Shall according to its context, mean all the person (including the Purchaser) who have acquired or agreed to acquire or own units/flat in the new building, including the vendors and the developer for those units/flat not alienated not agreed to be alienated.*

CORPORATION: *Shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities, which may recommend, comment upon and/or ratify the plans and the construction of the new building.*

COVERED AREA : *Shall according to its context, mean the plinth area of the said unit or all this units in the new building, including the bathrooms and balconies*

and also the thickness of the outer walls, internal walls and pillars and also including a proportionate share of the covered areas of the common areas provided that if any wall be common between 2 (Two) Units, then 1/2 (One Half) of the area under such unit.

PLANS: Shall mean the plans drawings and specifications of the new building prepared by the Architect's and sanctioned by the concerned authorities including such alterations made therein from time to time with the approval of the architects and/or the Corporation.

PREMISES: Shall mean premises more fully and particularly described under the *SECOND SCHEDULE* hereunder written and/or given and shall include the new building thereon, wherever the context so permits.

PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE: Shall according to its context mean where it refers to the share of any co-owner in the premises or the common areas or the common expenses such proportionate share as the covered area of the unit of such co-owners be in proportions to the total covered areas of all the units in the new building as has been and/or be constructed for time to time **PROVIDED THAT** where it refers to the 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 the basis of any levy be area rental income or user, then the same shall be shared on the basis of area rental income of the respectively units by the co-owners, respectively.

PURCHASER: Shall mean and include – Sri/Smt. _____ and his/her heirs, executors, administrators, legal representatives, nominee or nominees and/or assigns.

SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO : Shall mean and include the undivided impartible proportionate share appurtenant to the said unit together with the proportionate benefit of the plans relating to the said unit and the common areas but subject to the obligations to purchase the said unit wholly and the common areas proportionately, from the developer.

SAID UNITS: Shall mean the portion of the new building described under the **FIFTH SCHEDULE** hereunder written and/or given and wherever the context permits shall also include the parking space, if any mentioned therein.

UNDIVIDED IMPARTIBLE PROPORIONATE SHARE: shall mean the undivided share in the land contained in the premises described in the Second schedule hereto, appurtenant to the said unit and interalia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the covered area of the said Unit and shall also mean such shares appurtenant to all other units comprised in the new building wherever the context permits;

UNITS : Shall mean the spaces constructed in the new building, intended and/or capable of being exclusively owned, held and/or occupied by any co-owner;

SINGULAR : shall include the plural and vice versa;

MASCULINE : shall include the feminine and neuter gender and vice versa;

THE SECOND SCHEDULE ABOVE REFERRED TO :

Description of the Entire Property

ALL THAT piece and parcel of Sail land total measuring about 8 (eight) cotthas 10 (ten) Chittacks, be the same a little more or less, together with newly constructed G+IV storied building standing thereon, lying and situated in Mouza Nayabad, Scheme Plot No. 2, Touzi No.56, J.L. No.25, R.S. No.3, comprised in R.S. Dag

No.145, R.S Khatian No.95, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.109, being amalgamated Premises No.559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700099, under Assessee No.31-109-08-0559-2, District 24-Parganas (South), butted and bounded as follows:-

- ON THE NORTH** : 12'ft wide Common Passage;
- ON THE SOUTH** : Dag No. 145 & Premises No.23/31, Nayabad;
- ON THE EAST** : Plot No.2 in Dag No. 145 (Meena Roy) Premises No. 560, Nayabad;
- ON THE WEST** : 17.5'ft wide Metal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

SECTION – A :

1. **AREAS :**
 - a) Open and /or covered paths and passages;
 - b) Lobbies and stair cases;
 - c) Common installations on the roof;
 - d) Electric meter space;
 - e) Right of access to the Roof/Terrace only 50% in the western side.
 - f) Lift, lift well etc..
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 area.
 - b) Pump and motor.
4. **DRAINS :** Drains, sewers and pipes.

5. **OTHERS** : *Other common areas and installations and/or equipment as are provided in the new building for common use and/or enjoyment.*

SECTION – B : *(those for which proportionate cost are to be paid extra by the Purchaser to the extent they are deemed to be common across all the Developers having their concurrence and evidenced as such).*

1. *The full amount of security deposit and other costs payable to CESC Ltd., for giving direct electric meter in respect of the said unit and proportionate share of the total amount of security deposit and other costs payable to CESC Ltd. For the electric meter transformer and electrical sub-station etc. if any for maintenance running and operating any common area or installations.*
2. *Other facilities or installation provided for the common use of the co-developer and not covered by Section-A hereinabove.*
3. *The Purchaser shall also pay wholly the :*
 - a) *Increased cost of the Vendors/Developer due to any variation or extra work over that mentioned in the FOURTH SCHEDULE hereto.*

4. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:-

4.1 *As from the date of possession, the Purchaser covenants:-*

- a) *To co-operate with the Developer in the management and maintenance of the new building and/or the premises and formation of the Association;*
- b) *To observe the rules framed from time to time by the Developer for the common purpose;*

- c) *To allow the Developer and its workmen to enter into the said Unit/Flat with the permission of Purchaser for completion and for the common purposes if required by the Association;*
- d) *To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said unit/flat wholly;*
- e) *Till the separate assessment of the said Unit/flat for the purpose of municipal rates, to let out or part with possession of the said unit/flat only after prior information in writing to the Association of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, only prior information of intention to transfer will be necessary, and the Purchaser will not be required to disclose the consideration or terms of sale or other particulars.*
- f) *To deposit the amounts reasonably required by the Developer towards the Purchaser' liability for the rates, taxes and other outgoings;*
- g) *To pay for electricity and other utilities consumed in or relating to the said Unit/flat;*
- h) *To use the said unit/flat including the additional covered area as purchased by the Purchaser herein for residential purposes;*
- i) *Not to put any article including name place and letter box save at the place approved or provide by the Developer ; and*
- j) *Observe such other covenants as be deemed reasonable by the Developer and upon formation association by the Association for the common purposes.*

- 4.2 *Until formation of the Association, the Developer shall manage and maintain the new building and the premises and the Purchaser shall pay to the Developer as common expenses a fixed amount calculated at such rate as be advised by the Architect subject to increase according to rise in relevant price index, from time to time.*
- 4.3 *The Deposit as mentioned in 4.2 above for the rates and taxes from time to time shall be according to the laws then prevailing.*
- 4.4 *The said payments and/or deposits as mentioned in 4.2 above shall be made within 7th (seventh) day of month for which the same be due, in case of monthly payments and otherwise, within 8 (eight) days of the Developer's demand.*
- 4.5 *All amounts to be deposited by the Purchaser in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively SUBJECT HOWEVER to the other provisions hereof.*
- 4.6 *At the time of possession, the Purchaser shall deposit with the Developer a sum of Rs.15,000/- as deposit towards the common expenses and rates. Such deposit shall be treated as security deposit and shall be transferred to the Association, upon its formation.*

5. ASSOCIATION :

- 5.1 *The Developer shall form help in the formation of Association for the common purpose and all the unit/ flat holder shall be made the members thereof with equal powers therein. In other words, each unit/flat shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Unit.*

- 5.2 *The Purchaser shall bear and pay the proportionate cost of formation and the expenses of the Association and shall pay the acquire and hold membership with proportionate voting rights.*
- 5.3 *The Developer shall transfer to the Association all the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit holders for the common purposes after adjusting all amounts then remaining due and payable by them to the Developer. The amounts thus transferred shall be held by the Association in the account of the Co-Unit holders respectively for the purpose thereof.*
- 5.4 *After the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developer with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged therefore. All references to the Developer herein shall henceforth be deemed to be references to the Association.*
6. **MISCELLANEOUS :**
- 6.1 *The new building shall known as decided by the Developer and/or the Unit holders and/or the Association shall not entitled to change the name at any time in future.*

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE:** *All costs for maintaining, operating, replacing, repairing, White-washing, painting, decorating, re- painting, re-building, re-constructing, lighting and renovating the Common Areas, including, the exterior or interior (but not inside any unit) walls of the New Building and common services.*

2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including pumps, Lift and other common installations including, their licence fees, taxes and other levies (if any) and the lights of the Common Areas.
3. **STAFF:** The compensation and all other expenses on the staff to be engaged for the Common Purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits at present Rs.1.00 per sq.ft. per month.
4. **INSURANCE:** All expenses for insuring the New Building and/or the Common Areas inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc. at actual.
5. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-owners, in common
6. **ELECTRICITY:** All charges for the electrical connection to CESC divide proportionately on the basis of unit area - among the flat owners.
7. **LITIGATION:** All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas.
8. **RATES AND TAXES:** Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Land and the New Building SAVE these separately assessed on the Purchaser.
9. **RESERVES:** Creation of fund for replacement, renovation and other periodic expenses.

FIFTH SCHEDULE ABOVE REFERRED TO

(Property hereby sold)

ALL THAT one self contained residential **Flat/Apartment** being **Flat No.** “_____” situated in the _____ **side** of the _____ **Floor**, measuring about _____ **Sq.ft. Super Built Up Area** _____ **sq.ft. built up area more or less, Carpet Area** _____ **sq .ft** (Tiles/Marble floor) consisting of _____ (_____) bed rooms, 1 (one) drawing room, 1 (one) dining room, 1 (one) kitchen, _____ (____) toilet/s and one balcony and one covered Car Parking Space being **C.P. No.** “_____” on the Ground Floor, underneath the building, measuring about _____ **sq.ft.** more or less of the said G+IV storied building, together with undivided proportionate share or interest in the land underneath the building mentioned in **FIRST SCHEDULE** above and user right of all common areas and facilities of the said Premises being No.559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700099, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.109, District 24-Parganas (South). The said Flat and the said Covered Car Parking Space are clearly demarcated by **RED** border in the plan annexed hereto.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day months and year first above written.

SIGNED, SEALED AND DELIVERED in
the presence of :

WITNESSES

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

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

MEMO OF CONSIDERATION

<u>CHEQUE/ D.D. No.</u>	<u>DATE</u>	<u>BANK AND BRANCH</u>	<u>AMOUNT (Rs.)</u>
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,
,
,

TOTAL , _____/-

(RUPEES _____ LAKH).

WITNESSES :

1.

SIGNATURE OF THE DEVELOPER

2.

