

DEED OF CONVEYANCE

1. **DATED:-**
2. **PLACE:-**
3. **PARTIES:-**
 - 3.1. **SHARMA SARKAR CONSTRUCTION PVT. LTD.,** Having PAN: "ABCCS9846G", A Private Limited Company, incorporated under the provisions of Companies Act, 2013, with the **Corporate Identity Number : "U45309WB2019PTC234967"**, Having its Registered Office at:- 558, Rishi Bankim Chandra Road, Post Office - Hazinagar, Police Station - Naihati, District - North 24 Parganas, Pin Code - 743135, West Bengal, duly Represented by one of its Directors, **SRI INDRAJIT SHARMA SARKER**, Son of Late Jogadhir Sharma Sarkar, Having "PAN: ALFPS5249D", Having AADHAR: "990226934341", by Faith - Hindu, by Occupation - Business, Residing at :- Post Office - FingaPara, Police Station - Jagaddal, District - North 24 Parganas,

Pin Code - 743129, West Bengal, duly authorized , hereinafter called the “VENDOR” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include successors-in-interest and permitted assigns)

3.2. Mr./Mrs.

 _____ (PAN _____) (Aadhaar No. _____)
 _____ (Mobile No. _____)
 Son / daughter of _____, aged about _____,
 residing _____ at

 or hereinafter called the “PURCHASER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Vendor and Purchaser hereinafter collectively referred to as **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSETH:-

4. SUBJECT MATTER OF SALE:-

4.1. SAID FLAT:-

ALL THAT a piece and parcel of Self Contained...., described in the **Schedule - “I”** herein below and hereinafter referred to as the “SAID FLAT” in the complex named “PUSHPA KAMAL APARTMENT” (**Said Complex**), at 6 NO, Abhoy Ghosh Road, P.O & P.S :- Naihati, District :- 24 parganas (North),W.B , described in **Schedule “II”** herein below and hereinafter referred to as the “SAID PREMISES”.

4.2. LAND SHARE:-

Undivided, impartible, proportionate and variable share I the land comprised in the Said Premises, as is attributable to the Said Flat (**Land Share**).

4.3. SHARE IN COMMON PORTION:-

Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat (**Share in Common Portion**), the said common areas, amenities and facilities being described in the **Schedule "III"** herein below and hereinafter referred to as the "**Common Portion**".

4.4. PARKING SPACE:-

The Said Flat, the Land Share, the Share in Common Portion and the Parking Space (if any), collectively described in **Schedule "II"** below (**collectively Said Flat and Appurtenances**)

5. BACKGROUND :-

5.1. OWNERSHIP AND TITLE OF VENDOR:-

Sri. Tapas Kumar Basu, Son of Late Kamal Kumar Basu, is the absolute and lawful owner of piece and parcel of Bastu Land measuring about **07.27 Decimal**, comprised in R.S. Dag No. 808, corresponding to L.R. Dag No. 1296, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality,

under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide Deed of Gift dated 30/11/2018 being No. 09501 for the year 2018*, duly registered at the Office of Additional District Sub - Registrar at Naihati, **AND** another piece and parcel of Bastu Land measuring about **03.99 Decimal**, comprised in R.S. Dag No. 808/2675, corresponding to L.R. Dag No. 1298, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide Deed of Gift dated 01/10/1993 being No. 5647 for the year 1993*, duly registered at the Office of Additional District Sub - Registrar at Naihati, **AND** another piece and parcel of Bastu Land measuring about **01.85 Decimal**, comprised in R.S. Dag No. 809, corresponding to L.R. Dag No. 1299, under R.S. Khatian No. 601, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide Deed of Gift dated 30/11/2018 being No. 09502 for the year 2018*, duly registered at the Office of Additional District Sub - Registrar at Naihati. Thus, **Total Land** measuring about **13.11 Decimal** along with an old dilapidated building measuring about **200 Sq. Ft.** under Police Station- Naihati, A.D.S.R.O. Naihati, District - North 24 Parganas, West Bengal.

5.2. DEVELOPMENT AGREEMENT & DEVELOPMENT POWER OF ATTORNEY:-

That Tapan Kumar Basu, the Owner of the plot of land as mentioned in Clause "A" above with a view to raise a multi - storied building duly invited the Promoter as well as entered into a **Development Agreement** on **13/12/2019** as was registered at the Office of the Additional Sub - Registrar at Naihati, District - North 24 Parganas, *vide Deed No. 150708572 for the year 2019* with certain terms & conditions who further authorized the Promoter to act as his Attorney through execution of a **Development Power of Attorney** dated **13/12/2019** as was registered at the Office of the Additional Sub - Registrar at Naihati, District - North 24 Parganas, *vide Deed No. 8583 for the year 2019*;

5.3. SANCTION OF PLAN:-

With the intention of developing and commercially exploiting the Said Premises by constructing a complex (Said Complex) thereon and selling the flats, space and other covered and open spaces therein, the Vendor has got a Building Plan Sanctioned by the **Naihati Municipality** vide Sanctioned Plan No. 24,370, dated 28-08-2019 (**Sanctioned Plan** which include all sanctioned/ sanctionable modifications made thereto, if any, from time to time).

5.4. SCHEME:-

The Vendor formulated a scheme for sale for Flats in the Said Complex.

5.5. AGREEMENT:-

By an Agreement dated (**Said Agreement**) the Vendor agreed to sell and the Purchaser agreed to purchase the Said Flat and appurtenances thereto.

5.6. REGISTRATION WITH WBHIRA :-

The Vendor has registered the project under the West Bengal Housing Industry Regulation Act, 2017 (**Act**) vide an application dated with the West Bengal Housing Industry Regulatory Authority (**WBHIRA**) at West Bengal under **Registration No. :- ""**

5.7. CONVEYANCE TO PURCHASER:-

In pursuance of the Said Agreement, the Vendor is completing the sale of the Said Flat and Appurtenances in favour of the Purchaser by these presents on the terms and conditions contained herein.

6. TRANSFER:-

6.1. HEREBY MADE BY VENDOR:- The Vendor hereby, absolutely and forever, sells, transfers and conveys to the Purchaser, free from all encumbrances of any and every nature whatsoever, the Said Flat and appurtenances described in **Part-III** of the **2nd Schedule**.

7. CONSIDERATION:-

7.1. TOTAL CONSIDERATION:- The aforesaid transfer is being made by the Vendor in Consideration of the Total Consideration,

being a total sum of **Rs./- (Rupees)** **Only (Total Consideration)** and the same has already been paid in full by the Purchaser to the Vendor receipt of which the Vendor hereby admits and acknowledges.

8. TERMS OF TRANSFER:-

8.1. CONDITION PRECEDENT:-

8.1.1. TITLE, PLAN AND CONSTRUCTION: The Purchaser has examined or caused to have examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same;

(a) The right, title and interest of the Vendor in respect of the Said Premises, Said Complex, and the Said Flat and Appurtenances.

(b) Sanctioned Plan;

(c) The design, layout, specification and construction and the condition and description of all fixture and fittings installed and/or provided in the Common Portion and the Said Flat including the quality, specification, materials, workmanship and structural stability thereof.

8.1.2. MEASUREMENT: The Purchaser is satisfied regarding the area/workmanship of the Said Flat and agree and covenant not to ask for any details or question the computation of area or make any claims either on workmanship or on the measurement of the Flat.

8.1.3. EXTENT OF RIGHTS: The rights of the Purchaser is limited to ownership of (1) the Said Flat, (2) Land Share, (3) right to parking

in the Parking Space, (4) Share in Common Portion and the Purchaser hereby accept the same and the Purchaser shall not under any circumstances raise any claim of ownership contrary to the above.

8.1.4. COMMON PORTION SUBJECT TO CHANGE: The Common Portion shall always be and remain subject to change and modification as be deemed fit and necessary by the Vendor and the Purchaser hereby accepts the same and the Purchaser shall no, under any circumstances, raise any objection or hindrance thereto.

8.1.5. RIGHTS CONFINED TO SAID FLAT AND APPURTENANCES: The undertaking of the Purchaser to the Vendor that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances. The Vendor is entitled to deal with and dispose of all unsold flats and car parking spaces in the Said Premises, Said Complex to the third parties at the sole discretion of the Vendor, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

8.2. SALIENT TERMS: The transfer being effected by this Conveyance is:

8.2.1. SALE:

A Sale within the meaning of the Transfer of Property Act, 1882.

8.2.2. ABSOLUTE:

Absolute, Irreversible and Perpetual.

8.2.3. FREE FROM ENCUMBRANCES:

Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibition, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibition and liabilities and liabilities whatsoever.

8.2.4. OTHER RIGHTS:

Together with all other rights appurtenant to the Said Flat and Appurtenances.

8.3. SUBJECT TO: The transfer of the Said Flat and Appurtenances being effected by this Conveyance is subject to:

8.3.1. COMMON USER OF THE COMMON PORTION:

The Purchaser shall use and enjoy the Common Portion, described in the 3rd **Schedule** below, in common with the co-owners of other Flats of the Said Complex (collectively Co-Owners).

8.3.2. PAYMENT OF COMMON EXPENSES:

The Purchaser shall regularly and punctually pay proportionate share of all cost and expenses for maintenance and upkeep of the Common Portion (Common Expenses), an indicative list of which is given in the 4th schedule below.

8.3.3. EASEMENTS AND RESERVATIONS:

The Purchaser shall observe, perform and accept the easements, reservation and other stipulation (collectively Easements And Quasi-easement), described in the..... **Schedule** below.

8.3.4. OBSERVANCE OF COVENANTS: the Purchaser shall observe, perform and accept the stipulation, regulations and covenants (collectively Covenants), described in the **Schedule** below.

8.3.5. INDEMNIFICATION BY PURCHASER:

Indemnification by the Purchaser about faithfully and punctually observing and performing all covenants, stipulation and obligation required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendor and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor and/or its successors-in-interest by reason of any default of the Purchaser.

8.3.6. NO ALTERATION BY PURCHASER:

The Purchaser shall not be entitled to make any changes in the elevation and layout of the Said Flat and/or the Building Complex under any circumstances either before or after the possession of the Said Flat is handed over to the Purchaser. In the event the Vendor, Maintenance Organization, Association and/or Sanctioning Authority comes to know of any such change made by the Purchaser, then the Vendor, Maintenance Organization, Association and/or Sanctioning Authority shall be entitled to demolish the said changes and restore the Said Flat at the cost of

the Purchaser. In the event, any change is made by the Purchaser after the date of registration of Deed of Conveyance, then also the Vendor, Maintenance Organization, Association and/or Sanctioning Authority shall be entitled to demolish the additions/changes and restore the Said Flat to its original position at the cost of the Purchaser. The Purchaser shall be liable to make the payment of the cost without raising any objection as the same is done due to default by the Purchaser.

9. POSSESSION:

9.1. DELIVERY OF POSSESSION:

Khas, vacant, peaceful, satisfactory and physical possession of the Said flat and Appurtenances has been handed over by the Vendor to the Purchaser, which the purchaser admits, acknowledges and accepts.

10. OUTGOINGS:

10.1. PAYMENT OF OUTGOINGS:

All Municipal Taxes, Surcharge, Outgoings and Levies of or on the Said Flat and Appurtenances, relating to the period till date of the Notice of Possession of the Said Flat and Appurtenance to the Purchaser (Date Of Possession) whether as yet demanded or not, shall be borne, paid and discharged by the Vendor and thereafter all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances shall be borne, paid and discharged by the Purchaser.

11. HOLDING POSITION:

11.1. PURCHASER ENTITLED:

The Vendor hereby covenants that the Purchaser and/or the Purchaser's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use, enjoy, transfer, gift and/or otherwise dispose off the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

12. FURTHER ACTS:

12.1. VENDOR TO DO:

The Vendor hereby covenants that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Flat and Appurtenances.

12.2. COMPLETION OF COMMON PORTION:

The Vendor confirms that the Common Portion in the Said Complex described in the below have been completed. In this regard, it is clarified that if there be any

unfinished Common Portion/Facility, the same shall be completed by the Vendor by December, 2019.

13. GENERAL:

13.1. CONCLUSION OF CONTRACT:

The Parties have conclude the contract of sale in respect of the Said Flat and Appurtenance by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligation, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

13.2. OVER RIDING EFFECT:

In pursuance to the Said Agreement, the title of the Said Flat And Appurtenances is being transferred by this Deed of Conveyance.

14. INTERPRETATION:

14.1. NUMBER:

Words denoting the singular number, include, where the context permits and requires, the plural number and vice versa.

14.2. HEADINGS:

The headings in this Conveyance are inserted for convenience only and shall be ignored in constructing the provisions of this Conveyance.

14.3. DEFINITION:

Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, or other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

14.4. DOCUMENTS:

A reference to a document includes an amendment and supplement to or replacement or novation of that document.

14.5. DESCRIPTION OF THE PROPERTY

1st SCHEDULE

PART -I

(SAID PREMISES)

ALL THAT a piece and parcel of Bastu Land measuring about **07.27 Decimal**, comprised in R.S. Dag No. 808, corresponding to L.R. Dag No. 1296, under R.S. Khatian No. 600, **AND** another piece and parcel of Bastu Land measuring about **03.99 Decimal**, comprised in R.S. Dag No. 808/2675, corresponding to L.R. Dag No. 1298, under R.S. Khatian No. 600, **AND** another piece and parcel of Bastu Land measuring about **01.85 Decimal**, comprised in R.S. Dag No. 809, corresponding to L.R. Dag No. 1299, under R.S. Khatian No. 601, thus, **Total Land** measuring about **13.11 Decimal** along with an old dilapidated building measuring about **200 Sq. Ft.** under L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, butted and bounded by:-

The Sixteen annas land is butted and bounded as follows:-

ON THE NORTH : H/O. MANAS KR. BASU & MUNICIPAL LANE

ON THE SOUTH : H/O. P. MUKHERJEE

ON THE EAST : ABHOY GHOSH ROAD

ON THE WEST : H/O. N. MUKHERJEE & MUNICIPAL LANE

Part-II

(DEVOLUTION OF TITLE)

Sri. Tapas Kumar Basu, Son of Late Kamal Kumar Basu, is the absolute and lawful owner of piece and parcel of Bastu Land measuring about **07.27 Decimal**, comprised in R.S. Dag No. 808, corresponding to L.R. Dag No. 1296, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide Deed of Gift dated 30/11/2018 being No. 09501 for the year 2018*, duly registered at the Office of Additional District Sub - Registrar at Naihati, **AND** another piece and parcel of Bastu Land measuring about **03.99 Decimal**, comprised in R.S. Dag No. 808/2675, corresponding to L.R. Dag No. 1298, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide Deed of Gift dated 01/10/1993 being No. 5647 for the year 1993*, duly registered at the Office of Additional District Sub - Registrar at Naihati, **AND**

another piece and parcel of Bastu Land measuring about **01.85 Decimal**, comprised in R.S. Dag No. 809, corresponding to L.R. Dag No. 1299, under R.S. Khatian No. 601, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza - Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub - Registrar Office at Naihati, District - North 24 Parganas, West Bengal, *vide* **Deed of Gift dated 30/11/2018 being No. 09502 for the year 2018**, duly registered at the Office of Additional District Sub - Registrar at Naihati. Thus, **Total Land** measuring about **13.11 Decimal** along with an old dilapidated building measuring about **200 Sq. Ft.** under Police Station- Naihati, A.D.S.R.O. Naihati, District - North 24 Parganas, West Bengal.

2nd SCHEDULE

PART-I

(SAID FLAT)

Residential Flat Unit No. , of floor, carpet area approximately (In words.....) square feet, and attached Balcony, and other area measuring built-up area approximately (in words.....) square feet, super built-up area approximately (in words.....) square feet, forming part of the Said building named ,” PUSHPA KAMAL APARTMENT” situated on 6No, Abhay Ghosh Road, Naihati, to be constructed on the Said Premises described more particularly in the Land Scheduled “1”. The layout of the Said Flat is delineated on the Schedule- B annexed hereto and bordered in colour Red thereon.

SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT

Site Plan to be attached with this page.....

PART-II
(PARKING SPACE)

PART - III
(SAID FLAT AND APPURTENANCE)
[SUBJECT MATTER OF SALE]

The Said Flat, being the flat described in Part-I of the 2nd schedule above.

The right to park in the Parking Space, being the Parking Space described in Part-II of the 2nd Schedule above, if any.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in Said Premises described in Part-I of the 1st Schedule above, as is attributable to the Said Flat.

The Share In Common Portion, being undivided, impartible, proportionate and variable share and/or interest in the Common Portion described in the 3rd Schedule below, as is attributable to the Said Flat.

The Other Rights being all other rights appurtenant to the Said Flat and the Parking Space.

3rd SCHEDULE
(COMMON PORTION)
(COMMON PORTION AS ARE COMMON BETWEEN THE CO-OWNERS OF THE BUILDING COMPLEX):

1. Areas:

- (a) Open and/or covered paths, boundary wall and decorative gates, passages, lobbies, staircases, landings for ingress and egress to and from the Said Flat or the Building.

- (b) Stair head room, caretaker room and electric meter room of the Building.
- (c) Lift machine room, chute and lift well of the Building.
- (d) Common installation on the roof above the top floor of the Building.
- (e) Common staff toilet in the ground floor of the Building.
- (f) Ultimate/Top roof above the top floor of the Building.
- (g) Space for Visitor's car park.
- (h) Space for Banquet Hall and Banquet Lawn.
- (i) Landscaped area on the ground floor of the Building Complex.
- (j) Gymnasium
- (k) Children's play area
- (l) Intercom facility in each Unit connected to the main gate.

2. Water and Plumbing:

- (a) Pumps and motors for water supply system for the Building Complex
- (b) Overhead water tank, water pipes, sewerage pipes of the Building (save those inside any Flat).
- (c) Drains, sewerage pits and pipes of the Building (save those inside any Flat).

3. Electrical & Miscellaneous Installation:

- (a) Electrical Installation including wiring and accessories (save those inside any flat) for receiving electricity from Electricity Supply Agency for the Building Complex and for Common Portion in the Building Complex.

- (b) Generator(s)/Standby Power Source to all the flats in the Building and Common Areas within or attributable to the Building Complex.
- (c) Wiring and accessories for lighting of Common Areas of the Building Complex.
- (d) Lift and lift machinery of the Building.
- (e) Firefighting equipment and accessories in the Building Complex as directed by the Deputy Director of West Bengal Fire & Emergency Services if applicable.

4. Others:

Other areas and installations and/or equipment as are provided or may be provided in the Building Complex for common use and enjoyment.

Note:

1. The Space(s) reserved for open car parking allotted to some flat owners and in respect of which "Rights to Use" has been give or the space reserved or alienated to any third party shall not form part of the Common Portion under any circumstances.

4th SCHEDULE

(COMMON EXPENSES/MAINTENANCE CHARGES)

1. **Maintenance:** All cost and expenses of maintain, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting , and renovating the Common Areas including all exterior and interior walls (but not inside the Flat) and in particular the roof to the extent of leakage from the upper floors.

2. **Operational:** All expenses (including license fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump and light etc and also the costs of repairing renovating and replacing the same.
3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purpose viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
4. **Taxes & Levies:** Municipal rates, taxes and levies and all other outgoings for the Common Areas for the Building Complex Save the taxes determined and payable by the Flat Owners of their respective Flats upon separate assessment.
5. **Insurance:** All expenses for insuring and obtaining an insurance policy or policies covering the Said Complex.
6. **Maintenance Organization:** Establishment and all other expenses of Maintenance Organization or any agency looking after the Common Areas.
7. **Reserve:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **Facilities:** All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in 3rd Schedule.
9. **Other:** All other expenses and/or outgoing as may be determined by the Vendor/Maintenance Organization for the common purposes.

5th SCHEDULE**(EASEMENT AND RESERVATION)**

The Purchaser and the Co-owners shall allow each other, the Vendor and the Association/ Maintenance Organization, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- 1. Right of Common Passage on Common Portion:** The right of common passage, user and movement on all Common Portion.
- 2. Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Complex, including the Flats and the Common Portion.
- 3. Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Complex by other and/or others thereof.
- 4. Absolute, Unfettered and Unencumbered Right Over Common Portion:** The absolute, unfettered and unencumbered right over common portion subject to the terms and conditions herein contained.
- 5. Rights, Support, Easements and Appurtenance:** Such rights, support, easements and appurtenance as are usually held, used, occupied or enjoyed by other and/or others thereof.
- 6. Right to Enter Upon any Flat:** The right, with or without workmen and necessary materials, to enter any Flat during normal business hours for the purpose of repairing any of the Common Portion or any appurtenances thereto, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48(Forty-Eight) hours prior notice in writing to the Owner or the Co-Owners affected thereby.

6th Schedule**(Covenants, Rules And Regulations)**

- 1. Purchaser Aware of and Satisfied with Common Portion and Specifications:** The Purchaser, upon full satisfaction and with complete knowledge of the Common Portion, specifications and all other ancillary matters, is taking this Conveyance. The Purchaser has examined and is acquainted with the Said Complex and has agreed that the Purchaser shall not claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And appurtenances.
- 2. Purchaser to Mutate and Pay Municipal Rates and Taxes:** the Purchaser shall (1) get their names mutated in the records of Kolkata Municipal Corporation(KMC) within reasonable time from the date of this Conveyance, (2) pay the costs, expenses, deposits and charges for KMC tax, surcharge, levies, land revenue, cess etc. (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances, from the Date OF Possession/ Completion Certificate and until the Said Flat And Appurtenances is separately assessed in the names of the Purchaser) and (3) shall pay compound interest @ 2%(two percent) per month or part thereof on the amount payable to the Vendor towards proportionate tax paid by the Vendor after the Date Of Possession/ Completion Certificate, whichever is earlier.
- 3. No Obstruction to Maintenance Organization:** It is agreed that the monthly fees/maintenance charges chargeable by the Maintenance Organization shall be inclusive of its profit and the Purchaser shall not be entitled to challenge such fixation of fees by the Vendor or the Association.

4. **Purchaser to Pay for Common Expenses/Maintenance Charges:** The Purchaser shall reimburse the Common Expenses / Maintenance Charges on the basis of the bills to be raised pursuant to costs incurred by the Maintenance Organization.
5. **Purchaser to Pay for Interest for Delays and/or Defaults:** In the event the Purchaser delays or defaults in payment of any bill raised by the Maintenance Organization/Association, the Purchaser shall pay interest @2%(two percent) per month or part thereof on the amount payable to the Maintenance Organization/Association, as per rules as may be framed by the Association from time to time.
6. **No Obstruction by Purchaser to Further Construction:** The Purchaser covenants not to obstruct or object to the Vendor constructing/completing Common Portion as well as any other sanctioned area in the Said Complex. The Purchaser also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Portion for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by Purchaser:** All open areas in the Said Complex/Said Premises proposed to be used for open car parking spaces do not form part of the Common Portion within the meaning of this Conveyance and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. **Variable Nature of Land Share and Share In Common Portion:** The Purchaser fully comprehends and accepts that (1) the Land Share and the Share In Common Portion is a notional portion that the Said Flat bears to the currently proposed area of the Said Complex, (2) if

the area of the Said Complex is increased/recomputed by the Vendor, the Purchaser shall not question any variation of the Land Share and the Share In Common Portion, (3) the Purchaser shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portion and (4) the Land Share and the Share In Common Portion are not divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.

9. Obligation of Purchaser: On and from date of possession, the Purchaser shall:

9.1 Co-operate in Management and Maintenance: Co-operate in the management and maintenance of the Said Complex and the Said Premises by the Maintenance Organization and the Purchaser and other Co-Owners of in the Said Complex shall become members of the Maintenance Organization/Association and undertake to pay their share(s) of deposits, subscription and such fees and charges as maybe levied and decided by the Vendor and/or the Maintenance Organization/Association including maintenance charges regularly and on time.

9.2 Observe Rules: Observe the Rules and Regulation framed from time to time either by the Vendor or the Association or by the Maintenance Organization for beneficial common enjoyment of the Said Complex and the Said Premises.

9.3 Pay Electricity Charges: Pay for electricity and other utility charges consumed in or relating to the Said Flat and Appurtenances.

9.4 Meter and Cabling: Be obliged to draw the electric lines/wires, television cables and antenna, broadband data cables and

telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Vendor or to other co-owners of the Said Complex. The main electric meter shall be installed only at the common meter space in the said Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Complex, the Said Premises and outside walls of the Said Complex save in the manner indicated by the Vendor or the Maintenance Organisation or the Association (upon formation).

- 9.5 Residential Use:** Use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, hotel, restaurant, nursing home, club, school or other public gathering place. However, the Purchaser can use the Said Flat as Transit Flat, Mess and Chummery for its own employees. The Purchaser shall not use the Said Flat or permit the same to be used for any illegal or immoral purpose.
- 9.6 No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Vendor or the Maintenance Organization or the Association (upon formation). In the event the Purchaser makes the said alteration/changes, the Purchaser shall compensate the Vendor/Maintenance Organization (as the case may be) as estimated by the Vendor/Maintenance Organization.

- 9.7 No Structural Alteration:** Not, alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portion of the Said Complex.
- 9.8 No Sub-Division:** Not sub-divide the Said Flat And Appurtenance and the Common Portion, under any circumstances.
- 9.9 No Changing Name:** Not change/alter/modify the names of the Said Complex from those mention this Conveyance.
- 9.10 No Nuisance and Disturbance:** Not use the Said Flat or Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 9.11 No Storage in Common Portion:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portion.
- 9.12 No Obstruction of Common Portion:** No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 9.13 No Violation Rules:** Not violate any of the rules and/or regulation laid down by the Association for use of the Common Portion.
- 9.14 No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the Common Portion save at the places indicated therefore.

- 9.15 No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portion.
- 9.16 No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any or the Common Portion.
- 9.17 No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portion or outside walls of the Said Flat/Said Complex save at the place or places provided therefore provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat. Further provide that the Vendor/Association/Managing Organization shall be entitled to put signage/name of the building at the cost of the Association/Managing Organization.
- 9.18 No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliance.
- 9.19 No Installing Generator:** Not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- 9.20 Not Change Space for AC Installation:** Not to shift or change the location of the outdoor unit of air-conditioner(s) and/or exhaust fan(s), installed by the Vendor under circumstances without the previous written consent of the Vendor and/or the Association.
- 9.21 Not to make Hole:** Not to make any hole either to the beam or to the Pillars nor put any weight/load on the beams and Pillars.
- 9.22 No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.

9.23 No Misuse of Water: Not misuse or permit to be misused the water supply to the Said Flat.

9.24 No Damages to Common Portion: Not damage the Common Portion in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.

9.25 Notification Regarding Letting: If the Purchaser lets out or sells the Said Flat And Appurtenances or portion thereof, the Purchaser shall immediately notify the Vendor/Association (upon information) of the tenant's/transferee's address and telephone number.

10. Execution and Delivery

10.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

(SHARMA SARKAR CONSTRUCTION PVT. LTD)

[Vendor]

[Purchaser]

Witnesses:

- 1.
- 2.

Drafted by me :