

Conveyance

1. Date: _____ 20XX
2. Nature of document: Deed of Conveyance.
3. Parties:

3.1 Vendor/Owner:

XXXXXXXXXXXXXXXXXX, hereinafter jointly called and referred to as the party of
the **First Part**.

3.2 Purchaser:

XXXX hereinafter called and referred to as the party of the **Second Part**.

3.3 Developer/ Confirming Party: OLIVE ENTERPRISE, XXXXXXXXXXXXXXXX, having the registered office at 133A, Rash Behari Avenue, Police Station Gariahat, Kolkata - 700 029, hereinafter called and referred to as the party of the **Third Part**.

3.4 The terms Vendor, Purchaser and Developer shall unless excluded by or repugnant to the context be deemed to mean and include their successors, executors, legal representatives, administrators, assigns and assign and all persons claiming under or through them.

4. Subject matter of Sale:

ALL THAT **XXXX** facing Flat No. **XXXXX** on the **XXXX** floor in Block **XXXXXX** measuring **XXXXX** Sq. ft. super built-up area more or less, containing **XXXXX** delineated in color Red in the plan annexed herewith as in the "Schedule B" and hereinafter referred to as the "Said Flat" along with Car Parking space being number **XXXXX** measuring approximately **XXXX** sq ft in the ground floor of Block **XXX** , together with proportionate share of land and all the benefits, facilities and advantages in common with the buyers and/or occupiers of the flats and spaces necessary for convenient and uninterrupted use and enjoyment thereof for every part of the same.

5. Background/ Devolution of Title:

One Radha Nath Das and Haripada Das alias Hari Charan Das both sons of late Dinanath Das were the joint owners of all that piece and parcel of land with hereditaments and structures measuring by estimation 83 decimal more or less in mouja Dhakuria, Pargana Khaspur Police Station the then Tollygunj, District South 24 Parganas. The land was only

recorded R.S Khatian No. 363/2 R.S dag No. 1410 in Mouja Dhakuria Parganas khaspur Touji No. 230 and 233 J.L no. 5 Revenue Survey No. 5 presently being premises No. 16/5 Telipara Lane within ward No.92 of Kolkata Municipal Corporation Police Station Garfa, Kolkata -700031 referred to as said property.

AND WHEREAS being thus seized and possessed of the premises the said Radha Nath Das and Hari Charan Das both since deceased got the 83 decimal land with other properties duly partitioned through the help of an Arbitrator Named Sridhar Chandra Goswami son of late Nimai Charan Goswami of Dhakuria Thana Tollygung District 24 Parganas which had been registered and recorded in Book No. I Volume No. 30 pages from 90 to 93 Being No. 950 for the year 1931 of the Sub-Registration office at Alipore.

AND by virtue of the said partition Radha Nath Das had got and was allotted of land measuring 2 Bighas 9 Kottahs 12 chattak 36 sq.ft more or less of immovable properties with hereditaments and structures as more fully described in the 'kha' schedule of the said registered Award of the year 1931 in his share.

AND being thus seized and possessed of the said allotted premises being no. 16/5 Telipara Lane, Kolkata – 700031 the said Radhanath Das died intestate in the year 1944 leaving and surviving his widow Shova Rani Das and the only son Madan Mohan Das and one daughter Durga Rani Das alias Durga Bala Dasi.

AND as per the then extant law of Hindu inheritance the daughter having excluded from the list of inheritors under Dayabhaga school of Hindu law the said daughter Durga Rani Das alias Durga Bala Dasi did not inherit any share in her paternal properties. Accordingly, the said widow Shova Rani Das and the said son Madan Mohan das became the joint owners of the property each having undivided half share.

AND being thus seized and possessed of the said moiety share in the said property the said widow Shova Rani Das died intestate on 1974, 30th November leaving and surviving her said son Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi. Thus,

the said daughter Durga Rani Das alias Durga Bala Dasi became joint owners/co sharers the said property, inheriting one fourth (1/4th) share and the rest one fourth (1/4th) share vested in the hand of her son Madan Mohan Das. Thus, the share ratio of the said brother Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi became three fourth (3/4th) and one fourth (1/4th) respectively.

AND the said Madan Mohan Das having died intestate on 19.06.1985, his aforesaid (3/4th) interest or share duly devolved upon his widow Smt. Minati Das, three (3) sons namely Satyajit, Prosenjit and Biswajit Das and three (3) daughters namely Kalpana Das, Rita Das and Swapna Dutta (Das) in equal share. Thus, each of the said heirs and survivors of Madan Mohan Das has obtained 3/28th (three twenty eighth) undivided share in the said property along with the said other co sharer namely Durga Rani Das having 1/4th share.

AND thus being seized and possessed of the said property the said sister of Madan Mohan Das namely Durga Rani Das alias Durga Bala Dasi died intestate in 27.08.1994 and her share or interest duly devolved upon her four sons namely Joydeb Das, Biswanath Das, Jagannath Das, and Madhab Chandra Das and her only daughter Smt. Joya De (alias Jyoti Rani Das) each having 1/20th (one twentieth) share in the said property at 16/5, Telipara Lane, Kolkata.

AND thereafter the said son of Durga Rani Das, namely Joydeb Das died intestate on 14.03.2007 leaving and surviving his wife Smt. Aparna Das, 2 sons namely Chandan Das and Debasish Das and one daughter namely Kajal Mondal (Das) each having 1/80th share in the schedule property.

AND WHEREAS the said Debasish Das, died intestate on 01.02.2012 leaving behind him his wife Smt. Roma Das and one minor daughter Miss Debanwita Das.

AND THUS the 1/80th share of Debasish Das devolved equally upon his wife Smt. Roma Das, minor daughter Miss Debanwita Das and surviving mother Smt. Aparna Das.

AND thus the said property at no. 16/5 Telipara Lane, Kolkata – 700031, continued to be held and possessed by the said heirs of Madan Mohan Das since deceased and the heirs of Durga Rani Das alias Durga Bala Dasi since deceased.

AND WHEREAS the said Madan Mohan Das as it appears got and prepared a fake Deed of partition dated 27.09.1982 with the Bengali heading 'Bibhag Bantannama' whereunder it appears that he had executed the said impugned Deed of Partition by making some persons having no interest in the concerned property at all and made allotments in different proportions. The said Deed on being registered before the district Sub-Registered at Alipore has been duly recorded in Book No. 01, Volume No. 173, Pages: 200-211, Being No. 6817 for the year 1982 and upon presenting the said Fake Deed of partition. The said Madan Mohan Das had got the suit property duly mutated in the name of

Sri Madan Mohan Das

Smt. Durga Rani Das

Smt. Tarak Rani Das

Smt. Minati Rani Das

Smt. Kalpana Das, and

Smt. Rita Das

in the office of the Kolkata Municipal Corporation as the recorded owners of the premises no. 16/5, Telipara Lane, Kolkata - 700031 by subdividing under separate Assesse Numbers and Premises Numbers also. Although at the material point of time as per devolution of interest under Hindu Succession Act, the persons named in the said Deed of Partition dated 27.09.82 the following persons namely, Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das were not the real shareholders as under the provisions of the succession Act and as such the impugned

record in the Kolkata municipal corporation was found to be totally illegal and erroneous. And in order to set the thing in regular order the heirs of Madan Mohan Das namely

- Sri Satyajit Das
- Sri Biswajit Das
- Sri Prosenjit Das
- Smt. Minati Das
- Smt. Kalpana Das
- Smt. Rita Das, and
- Smt. Swapna Dutta

had brought and instituted a regular title suit being No. 66 of 2009 in the court of Ld. 5th Court of Civil Judge (Sr. Div) at Alipore on 1st April' 2009 against

- Sri Biswanath Das
- Sri Jagannath Das
- Sri Madhab Chandra Das
- Smt. Joya De (alias Jyoti Rani Das)
- Smt. Aparna Das
- Sri Chandan Das
- Sri Debashis Das
- Smt. Kajal Mondal

praying for declaration about the incorrectness of such partition and consequent recording of names in the office of the Kolkata Municipal Corporation. The said suit on being contested finally ended in a composite decree where under the said heirs of Madan Mohan Das got the declaration that the said alleged Deed of partition dated 27.05.1982 did not create any right title and interest in favor of the said, Sri Madan Mohan Das, Smt.

Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das in the suit premises (as per Deed of partition dated 27.05.1982)

AND FURTHER the alleged mutation of names of Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das as per said Deed of partition dated 27.05.1982 in the assessment register of the KMC, who did figure as defendant no 9 of the said Title Suit No 66 of 2009, the right title and interest of the said Sri Satyajit Das and others did not get affected in the suit property as the said Deed of Partition and the subsequent mutation was erroneous.

AND WHEREAS the then Owners, being the heirs of the said Late Madan Mohan Das and Late Durga Rani Das, thus seized and possessed the above-mentioned land which on physical inspection was found to be more or less **47 Kottah 13 Chittak 33 sq ft** equivalent to 3201.28 sq. m. or 34,458.58 sq ft. and had been paying Municipal Taxes regularly after recording their names in the KMC assessment records.

AND WHEREAS the then Owners after discussion with the Developer herein, being satisfied agreed to allow and engage the Developer to make such improvement and development of the property by raising new construction as per Sanction Plan by investing its own fund.

AND WHEREAS the Developer and the Owner entered into a Joint Development Agreement dated 14th March 2018 registered at DSR III, South 24 Parganas, recorded in **Book No.I, Volume number 1603-2018, Pages from 31013 to 31077, Being number 160301050 for the year 2018**. The Owners, to aid in the development of the property and to empower the Developer with a right to sell the flats as Developer's share, had also granted the Promoter one power of attorney registered at the office of the DSR-III, South 24 Parganas on dated 14th March 2018 and recorded in **Book No. I, Volume No.1603-2018, Page from 31430 to 31475 Being No. 160301064 for the year 2018**.

AND WHEREAS after the execution of the said agreement, the said Biswanath Das, died intestate on 02.07.2018 leaving behind him his wife Smt. Jolly Das and one minor

daughter Miss Sagarika Das as the only legal heirs to inherit his share of the above-mentioned property.

Subsequently another power of attorney was executed by the heirs of Late Biswanath Das, registered at the office of the DSR-III, South 24 Parganas on dated 18th April 2019 and recorded in **Book No. IV, Volume No.1603-2019, Page from 3497 to 3520 Being No. 160300170 for the year 2019** to aid in the development of the property and to empower the Developer with a right to sell the flats as per Developer's share.

AND WHEREAS the said Joya Dey alias Jyoti Rani Dey nee Das also died intestate on 19.04.2020 leaving behind him her only son Jayanta Dey as legal heir.

AND WHEREAS the said Jagannath Das also died intestate on 17.06.2020 leaving behind him his wife Smt. Mita Das and two daughters Smt. Munmun Biswas, wife of Sri Abhishek Biswas, and Smt. Joly Das both being adults as his three legal heirs.

Subsequently another power of attorney was executed by the heirs of Late Joya Dey alias Jyoti Rani Das, and the heirs of Late Jagannath Das which was registered at the office of the DSR-III, South 24 Parganas on date 25.08.2020 and recorded in **Book No. I, Volume No.1603-2020, Pages from 53187 to 53219 being No. 01500 for the year 2020** to aid in the development of the property and to empower the Developer with a right to sell the flats as per Developer's share.

AND WHEREAS the said Aparna Das also died intestate on 27.08.2020 leaving behind her son, Sri Chandan Das, daughter Smt. Kajal Mondal (Das), daughter-in-law Smt. Roma Das and grand-daughter Miss Debanwita Das as her legal heirs.

AND WHEREAS under the aforesaid several events, facts & circumstances, the said property at 16/5 Telipara Lane, Kolkata – 700031, came to be owned and possessed and recorded in the books of KMC by the heirs of the said Madan Mohan Das (since deceased)

and the heirs of said Durga Rani Das alias Durga Bala Dasi (since deceased) as per following:

- a) Heirs of Late Madan Mohan Das namely **Smt. Minati Das, Sri Satyajit Das, Sri Biswajit Das, Sri Prosenjit Das, Smt. Kalpana Das, Smt. Rita Das, Smt. Swapna Dutta** all together having $3/4^{\text{th}}$ share in the said property.
- b) Heirs of Late Joydeb Das, namely **Chandan Das, Debasish Das, Kajal Mondal, Smt. Roma Das, and Miss Debanwita Das** all together having $1/20^{\text{th}}$ share in the said property.
- c) Heirs of Late Biswanath Das, namely **Smt. Jolly Das and Miss Sagarika Das**, together having $1/20^{\text{th}}$ share in the said property.
- d) Heirs of Late Jagannath Das namely **Smt. Mita Das, Smt. Munmun Biswas and Smt. Joly Das** together having $1/20^{\text{th}}$ share in the said property.
- e) **Sri Madhab Chandra Das** having $1/20^{\text{th}}$ share in the said property.
- f) Heir of Late Joya Dey alias Jyoti Rani Dey namely **Sri Jayanta Dey** having $1/20^{\text{th}}$ share in the said property.

AND WHEREAS to avail better planning and as per the norms of the Kolkata Municipal Corporation (KMC) the Owners gifted a strip of land to KMC at the southern side of the premises admeasuring 153.22 sq. m. equivalent to 1649.22 sq. ft. vide a registered Deed of Gift dated 12.03.2020 and recorded in **Book No. I, Volume No.1603-2020 , Pages 27091 to 27109 Being No. 160300798 for the year 2020.**

After the aforesaid events, the present day Owners being the said Smt. Minati Das, Sri Satyajit Das, Sri Biswajit Das, Sri Prosenjit Das, Smt. Kalpana Das, Smt. Rita Das, Smt. Swapna Dutta, Smt. Jolly Das, Miss Sagarika Das, Smt. Mita Das, Smt. Munmun Biswas, Smt. Joly Das, Sri Madhab Chandra Das, Sri Jayanta Dey, Sri Chandan Das, Smt. Kajal

Mondal, Smt. Roma Das, Miss Debanwita Das remained with more or less 3048.064 sq m or 32,809.36 sq ft land equivalent to 45 Kottah 09 Chittak 05 sq ft land hereinafter referred to as the schedule land and more fully described in Schedule 'A' below.

AND WHEREAS, OLIVE ENTERPRISE, the Party of the Third Part after bring rightfully empowered as the Developer with a right to sell the flats as Developer's share, have completed the construction work of the building as per Buliding Permit No. XXXXXXXXXXXX, dated XXXX from Borough No. X of Kolkata Municipal Authority and have also obtained the Completion Certificate being XXXXXXXX

AND WHEREAS under several agreements for sale the Party of the Third Part entered into agreement to sell the Flats to the different buyers on their terms and conditions contained in the agreements and have received money from different Purchasers.

NOW THIS INDENTURE WITNESSETH that in consideration of a total sum of Rs. XXXXXXXXXXXX/- (Rupees XXXXXXXXXXXXXXX) only paid by the Purchaser to the Confirming Party/Developer at or immediately before the execution to these presents (the receipt whereof the Confirming Party/Developer do hereby admit and acknowledge), the Owners/Vendors of the First Part do hereby sale grant, transfer and convey to the Purchaser /s of Second Part and the Developer of the Third Part confirm the same as Confirming Party ALL THAT the complete XXXX facing Flat No. XXXXX on the XXXX floor in Block XXXXXXX measuring XXXXX Sq. ft. carpet area and XXXXX sq. ft. super built-up area more or less, containing XXXXBedrooms XXX Toilets XXX Balcony XXX Kitchen delineated in color Red in the plan annexed herewith as in the "Schedule B" and hereinafter referred to as the "Said Flat" along with Car Parking spaces being number XXXXX measuring approximately XXXX sq ft in the ground floor of Block XXX , together with proportionate share of land being a portion of the building at Premises No. 16/5, Telipara Lane, Kolkata 700031, PS Garfa, fully described in the Schedule 'A' hereunder written hereinafter referred to as "the said Premises" along with the right of access and exit to Premises No. 16/5, Telipara Lane, Kolkata 700031, PS Garfa, directly and/or through the Gates, Passage,

Staircases, Landings, Lobbies TOGETHER WITH THE UNDIVIDED share in common areas and facilities described in the Schedule 'C' hereunder written including the right to hold, use and enjoy in common with all other buyers and/or occupiers of the other Flats in the said Premises in the said common areas and facilities described in the Schedule 'C' hereto subject to the terms and conditions and agreements contained in the Schedule 'D' hereunder written TO HAVE AND TO HOLD the said Flat TOGETHER WITH the rights and facilities and subject to the terms and conditions and agreement is aforesaid unto and to the use and benefit of the Purchaser absolutely free from all encumbrances subject, however, to the liabilities to pay or contribute present and future all rates, taxes, assessments, cost of repair, management and maintenance charge including those for motor pump and lights, lighting of compound and staircase, meeting the office expenses, rent collection charges, law charges, audit charges and all establishments expenses which are now payable for or chargeable to or in respect of the said premises which may hereafter become payable therefore or chargeable thereon and subject to the Purchaser along with the buyers of other Flats to the authorities do hereby covenant with the Purchaser that the Purchaser shall and will at all times hereafter peaceably and quietly but subject nevertheless to the provisions herein part thereof AND THAT free from all encumbrances and the Party of the First Part and the Party of the Third Part shall and all persons having lawfully or equitably claiming any estate or interest as aforesaid in the said flat or any part thereof shall from time to time and at all times hereafter at the request and costs of the Purchaser make do execute and perform all acts, deeds, matters and things whatsoever for better and more perfectly measuring the said Flat and every part thereof unto the Purchaser as shall or may be reasonably required.

6. Mutual Covenants:

The Owners and the Confirming Party do hereby covenant with the Purchaser:

THAT the Confirming Party has received the full Consideration for the Sale as mentioned and acknowledges in the Memo of Consideration hereunder.

THAT the Owners have good right, full power and absolute authority to sell, transfer and convey the land.

THAT the Owners shall keep the Purchaser well and sufficiently saved harmless indemnified from and against all former title and encumbrances to the said land.

THAT the Owners and Confirming Party shall, at the costs and requests of Purchaser, do all such acts and execute all documents as be required for more perfectly assuring the "Said Flat" unto the Purchaser and shall also produce and/or provide for inspection of all title documents and papers unless prevented by fire or irresistible force.

THAT notwithstanding any act deed matter or thing whatsoever done by the Owners or their predecessor-in-title or the Confirming Party or any of them done executed or knowingly suffered to the contrary, the Owners are fully and absolutely seized and possessed of the "Said Flat" without any condition use trust or other thing whatsoever to alter or make void the same.

THAT notwithstanding any such act, deed or thing whatsoever aforesaid the Owners now have good right, full and lawful power, absolute authority indefeasible title to grant convey transfer assign and assure the "Said Flat" hereby granted, transferred, conveyed, assured and assigned or expressed or intended to be with the appurtenance their unto belonging unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold, occupy possess and enjoy the "Said Flat" hereby granted

transferred, conveyed assigned and assured or expressed or intended so to be any and every part thereof and receive enjoy and take rents issues and profits thereof for her absolute use and benefit without any lawful hindrances interruption, disturbances suit, eviction, claim or demand whatsoever from or by the Owner or any person or persons whatsoever.

THAT free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Owners and the Confirming Party well and sufficiently saved, defended, kept harmless and indemnified against all estates, charges encumbrances, liens, attachments, lis-pendens, tenancies, occupancies, uses, trusts, debutors, right, title interest, claims and demands whatsoever created occasioned or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

THAT the Owners and all persons having and lawfully claiming any estate right, title or interest into or upon the schedule land and every part thereof from through or in trust for the Owners and/or their predecessor-in-title or any of them shall and will from time to time at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds, matters, assurances and things whatsoever for further better and more perfectly granting, assuring, transferring the "Said Flat" hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and transferred and assigned and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably required.

THAT the "Said Flat" or any and every part thereof is not attached in any proceeding including Certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and no steps have yet been taken in

execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and the "Said Flat" is free from all encumbrances and liabilities whatsoever.

THAT in case the Purchaser is deprived of the possession of the "Said Flat" or any and every part thereof for any defect in the title the Owners in that event the Confirming Party shall refund the amount of consideration along with all other costs, and expenses in connection with or in relation to the "Said Flat" charges or the Owners and the Confirming Party shall be liable to pay compensation the Purchaser in any way admissible under the laws.

THAT no notice has been served and/or issued on the Owners under the Public Demand Recovery Act, in respect of the "Said Flat" or any part thereof.

THAT the Owners have not yet received any notice for requisition or acquisition of the "Said Flat" or any part or portion thereof described in the **Schedule A** below.

THAT the Purchaser and all person or persons claiming through under them shall have undisputed and manner of rights in along through over or under the common passage.

THAT it is hereby declared that the property, declared in the **Schedule A** below is the self-acquired land of the Owners and the Owners are not the demander of the anyone.

THAT the Owners by this Indenture do hereby accord their consent to the Purchaser for mutating their names in the records of the concerned Authority / ties in respect of the "Said Flat" and the Owners and the Confirming Party and all their persons at all times hereinafter indemnify and keep indemnified for the same in favour of the Purchaser.

THAT Owners and the Confirming Party shall and will from time to time and at all times hereafter indemnify and keep the Purchaser indemnified of, from and against all losses, damages, claims, demands, costs, charges, expenses, suits, actions, proceedings whatsoever which the Purchaser may suffer, incur, or may be put to, or may be liable for any reason of any defect in the title of the Owners of the “Said Flat”.

THE SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece or parcel of land measuring 3048.064 sq m or 32,809.36 sq ft land equivalent to 45 Kottah 09 Chittak 05 sq ft land more or less on physical survey, being KMC Premises No. 16/5, Telipara Lane, Police Station Garfa, Kolkata – 700031, in Ward no.92, butted and bounded as follows:

ON THE NORTH : Premises No. 18 Teli Para Lane.
ON THE SOUTH : Telipara Lane
ON THE EAST : Premises No. 22A/9&10 Telipara Lane.
ON THE WEST : Premises No. 16/1, A&B Telipara Lane.

THE SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT XXXX facing Flat No. XXXXX on the XXXX floor in Block XXXXXX measuring XXXXX Sq. ft. super built-up area more or less, containing XXXXX delineated in color Red in the plan annexed herewith as in the “Schedule B” and hereinafter referred to as the “Said Flat” along with Car Parking spaces being number XXXXX measuring approximately XXXX sq ft in the ground floor of Block XXX , together with proportionate share of land and all the benefits, facilities and advantages in common with the buyers and/or occupiers of the flats and spaces necessary for convenient and uninterrupted use and enjoyment thereof for every part of the same.

THE SCHEDULE 'C' ABOVE REFERRED TO :

1. The land comprised in the Premises No. 16/5, Telipara Lane, Police Station Garfa, Kolkata – 700031, Ward no. 92, and all easements, rights and appurtenance belonging thereto and the building constructed therein.
2. The main entrance, passages, pathways, stairs, landings, Lift, stair room, roof and electrical room which are common to all for their use without disturbing others.
3. The foundation, column and beam which supports to main walls, corridors, lobbies, passages, pathways, staircase, roof, structure on roof and entrance and exits of the building.
4. Installations of common service such as power, light, sewerages, STP and water supply system including underground and overhead reservoirs etc
5. The tanks, motor pumps, pipes and ducts and in general all apparatus and installations for common use.
6. All other parts of the said premises necessary or convenient to its existence, maintenance and safety or normally in common use.

THE SCHEDULE 'D' ABOVE REFERRED TO :

7. The Purchaser/s confirms to have inspected his/her flat as sanctioned by The Kolkata Municipal Corporation at constructed building at Premises No. 16/5, Telipara Lane, Police Station Garfa, Kolkata – 700031, Ward 92.
8. The Purchaser has satisfied himself/herself as to the amenities available in her flat as per specification mentioned in the agreement in the said premises. The Purchaser has satisfied himself/herself with regard to the said Premises including the land and building comprised therein.
9. The Purchaser has satisfied himself/herself with the building constructed at Premises No. 16/5, Telipara Lane, Police Station Garfa, Kolkata – 700031, Ward no. 92, and also with the nature, scope and extent of the benefits of interest in the common areas and facilities and with the full support and implications of the conditions and agreements contained in this Schedule.
10. The common areas and facilities mentioned in the Schedule 'C' hereto shall at all-time be held and enjoyed jointly by the purchasers and/or occupiers of the different flats of the said premises and shall be used and enjoyed by them in common amongst themselves and no purchaser and/or occupier of any Flat in the said Premises shall be entitled to make a partition or division or claim to have any exclusive right to any portion thereof.
11. Each purchaser and/or occupier of individual flat and car parking space to be used by him/her in co-operation with the other flat purchaser/occupier in the said building for which he/she is entitled without hindering or encroaching upon the lawful rights of the buyers and/or occupiers of other Flats.

12. According to the scheme for sale the portion of the building comprised in the flat which is being sold to the Purchaser under conveyance as is described in the Schedule 'B' hereto constitute present of the entire 5 (five) storied building constructed according to the Sanctioned Plan of the Kolkata Municipal Corporation and the Purchaser has accepted the said proportion.
13. The Purchaser also admits that this share and interest and right to or in the common areas and facilities including the plot of land shall be proportionately of the whole.
14. The Purchasers agree to make their own Flats separately assessed by the Kolkata Municipal Corporation after formation of Association under West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 and they shall pay the Municipal Tax directly to the Kolkata Municipal Corporation in respect of their respective flat.
15. The Purchasers hereby agree from time to time and at all times to keep the flat purchased by them and every part thereof in good repair and condition and properly support and protect the same.
16. The Purchasers shall not at any time demolish or cause to be demolished and/or caused to be damaged the Flat after purchase nor make any alteration in the flat as purchased by him/her/them to avoid the damages of structure of the building and common walls etc.
17. The rights of the Purchasers of the flat along with the percentage of proportionate interest in the common areas and facilities shall be heritable and transferable.
18. Subject to the provisions contained in the Deed including the schedule and subject to the provisions of law for the time being in force the Purchaser/s shall be entitled to exclusive ownership, possession and enjoyment of the flat in the said Premises after the execution

of this deed conveyance as right title and interest acquired by him/her/them TOGETHER WITH ALL the benefits and facilities as herein provided.

19. As from the date of possession of the Apartment and car parking spaces (if any) the Purchaser agrees and covenants as follows:

- a) To co-operate with other Allottees, the Owners and the Promoter in the management and maintenance of the said building and the complex.
- b) To keep the Apartment and attached open terrace (if any) clean and well maintained and not to construct any wall at or cover the open terrace (if any) in any way.
- c) Not to throw garbage or create nuisance into the open areas of the premises such as garden area, pathway, roofs, open terraces etc.
- d) In case of dependent parking (one behind the other), to co-operate with other Allottes/Owners in parking vehicles.
- e) To observe the rules framed from time to time by the Promoter and upon formation, by the Association or Co-operative Society for quiet and peaceful enjoyment of the said Unit, Building and the Complex without causing/creating any annoyance to any person whomsoever.
- f) To allow the shop/commercial space owners to install AC out door units/pipelines in the common areas of the project and give access to repair and maintenance as and when required.

20. The management of the affairs and the maintenance of the entire complex including the shops/offices/commercial spaces at the front portion of the residential complex would be carried on by the Association/Society. It is to be noted here that the mentioned shops/offices/commercial spaces would only have access to the following:

- Water from underground and overhead tank for toilets
- Generator backup (without AC and high voltage load)
- Common spaces/areas at the front of the building that are necessary for

carrying on business

- Open spaces and common walls on the ground floor to install outdoor AC unit

Further to be noted here that the shops/offices/commercial spaces would NOT have access to other facilities of the complex/residential buildings, specifically:

- Lifts
- Community Hall / Games Room / Gym Room
- Driveways
- Lawn / Garden
- Roof
- Staircase
- Any other area/spaces exclusive to the residents
- Parking area except the ones allotted to the shops/offices/commercial spaces

However access needs to be given to the shop/commercial space owners to allow them carry out maintenance work on AC outdoor unit if any installed inside the premises.

21. Owing to the limited access to and use of facilities of the residential complex, the purchasers/owners of the shops/offices/commercial spaces in the project, would have to pay a reduced maintenance fee whose amount would be fixed by the Association/Society from time to time.

IN WITNESS whereof the Owner hereto has hereunto set and subscribed his hands and seal through his Constituted Attorney this the day month and year above written first.

SIGNED SEALED AND DELIVERED BY
THE PARTIES IN THE PRESENCE OF:

Witnesses:

1.

2.

Signature of the Owners/Vendors

1.

2.

Signature of the Purchasers

**Seal & Signature of the
Developer/Confirming Party.**

DEED DRAFTED BY: