

DEED OF CCTNVEYANCE

THIS INDENTURE is made this day of January, in the year of Two Thousand and Twenty one (2021)

B E T W E E N

(1) **SRI KALLOL DE (P.A.N. ADTPD2318L, Aadhaar No.742699717227, Phone No 6291257153)**, son of Late Dr. Tarun Sashi De, by Nationality Indian, by faith Hidnu, by occupation Business, residing at 16B, Jheel Road, Post Office Santoshpur, Police Station Garfa (erstwhile Kasba), Dist. South 24 Parganas, Kolkata-700 075, (2) **SRI SUVRO DEY (PAN: AEDPD7339E, Aadhaar No. NA, Phone No. 9062657421)**, by occupation Service, and (3) **SRI PARTHA DEY (ACRPD5734B, Aadhaar No. 616758050564, Phone No7477786703)**, by occupation Business, both sons of Sri Ranadhir Ranjan Dey, both by Nationality Indian, both by religion Hindu, both resident of Ujjayaini East Road, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084, hereinafter jointly referred as the **OWNERS/VENDORS** (which term shall unless excluded by or repugnant to the context shall mean and include all his heirs, legal representatives, successors, executors, administrators and assigns) of the **FIRST PART**.

AND

M/S “PROGRESSIVE CONSTRUCTION”, (P.A.N. AATFP3358D), a partnership - firm having its office at Kandarpapur, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084, represented by its partners, (1) **Smt. KETAKI DAS (P.A.N. BSTPD4361H, Aadhaar No 613662546969, Phone No. 9874720679.)**, wife of Sri Sushanta Das and daughter of Late Amiya Jana, an Indian Citizen, by faith Hindu, by occupation Business, resident of 21C/H/4, Dum Dum Road, P.O. Ghughudanga, Police - --Station Chitpur, Kolkata-700 030, and (2) **Smt. RESHMI GAJI (P.A.N. BYMPG1448K, Aadhaar No. 668625066964, Phone No.9007079868.)**, wife of Moidul Islam Gazi, daughter of Taufik Gazi, by Nationality Indian, by faith Islam, by occupation Business, residing at Kandarpapur, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject matter or context be deemed to mean and include its executors, administrators, successor-in-office and its assignees) of the **SECOND PART**.

AND

(1) (PAN:, Aadhaar, Phone No.), son of, ny faith Hindu, by Nationality Indian, by occupation, and (2) (PAN:, Aadhaar No., phone No.), son/wife/daughter of, by faith Hindu, by Nationality, by occupation, both residing at, Police Station, Post Office, Kolkata, hereinafter jointly referred to as **the PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS

- 1) **VIKRAMPUR MADHYAPARA SAMMILANI**, a Society registered under the Societies Act, 1961 having its registered office at North-East Fartabad, Garia, Opposite Pepsi Factory, Kolkata-700 084 (erstwhile at P-404/5, Gariahat Road, Kolkata-700 029, had purchased lands totaling an area of 6.27 Acres in Mouza Barhans Fartabad, Police Station Sonarpur, Dist. South 24 Parganas from different owners by separate sale deeds and after such purchase the said Society had spend considerable amount of money for the development of the purchased land and after such development the said Society has divided the entire plot of land measuring about 6.27 Acres in to number of plots of different sizes for providing residential accommodation of its members. The said Society leased out a plot of land, being Scheme Plot No. P-32, measuring about 4 Cottahs and 02 square feet comprised in C.S. Dag Nos. 3557 and 3558 appertaining to Khatian Nos. 663 and 370 in favour of one Manujendra Gupta, one of its life members. Said Manujendra Gupta thereafter mutated his name in the records of the Rajpur Sonarpur Municipality, Ward No. 26, now Ward No. 28, being known as Holding No. 511, North East Fartabad. the said Manujendra Majumder transferred his leasehold right in respect of the above stated property in favour of Sri Kallol De, the First named Owner herein by virtue of Deed of Indenture dated 15.05.2002 duly registered at the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas and the same has been recorded in Book No. I, Volume No. 61, pages from 269 to 274, being No. 3745 for the year 2002. The First named Owner herein mutated his name in the records of the Rajpur Sonarpur Municipality, Ward No. 28, being known as Holding No. 511, North East Fartabad and regularly paid taxes to

the State of West Bengal.

- 2) The said Vikrampur Madhyapara Sammilani leased out another plot of land being Scheme Plot No. P-31A, measuring about 2 Cottahs, be the same a little more or less, comprised in C.S. Dag No. 3557 appertaining to Khatian No. 663 in favour of one Smt. Maitrayee Chowdhury, one of its life members. said Smt. Maitrayee Chowdhury applied before the said Vikrampur Madhyapara Sammilani on 28.12.2001 seeking permission to transfer of her leasehold right in the said plot of land in favour of Sri Suvro De, the Second named Owner herein and the said Sammilani in its meeting dated 27.01.2002 granted permission to said Smt. Maitrayee Chowdhury to transfer her leasehold right in favour of Sri Suvro De, the Owner herein. Consequent to obtaining permission from the said Sammilani said Smt. Maitrayee Chowdhury transferred her leasehold right in respect of the above stated property in favour of Sri Suvro De, the Owner herein by virtue of Deed of Indenture dated 26.05.2002 duly registered at the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas and the same has been recorded in Book No.I, Volume No. 28, pages from 338 to 345, being No. 1700 for the year 2002. Subsequently said Sri Suvro De, the Owner herein mutated his name in the records of the Rajpur Sonarpur Municipality, Ward No. 28, being known as Holding No. 918, North East Fartabad and regularly paid taxes to the State of West Bengal.

- 3) The said Vikrampur Madhyapara Sammilani leased out another plot of land being Scheme Plot No. P-32, measuring about 2 Cottahs, be the same a little more or less, comprised in C.S. Dag No. 3557 appertaining to Khatian No. 663 in favour of the said Smt. Maitrayee Chowdhury. Said Smt. Maitrayee Chowdhury applied before the said Vikrampur Madhyapara Sammilani on 28.12.2001 seeking permission to transfer of her leasehold right in the said plot of land in favour of Sri Partha De, the Third named Owner herein and the said Sammilani in its meeting dated 27.01.2002 granted permission to said Smt. Maitrayee Chowdhury to transfer her leasehold right in favour of Sri Partha De, the Third named Owner herein. Consequent to obtaining permission from the said Sammilani said Smt. Maitrayee Chowdhury transferred her leasehold right in respect of the above stated property in favour of Sri Partha De, the Third named Owner herein by virtue of Deed of Indenture dated 26.05.2002 duly registered at the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas and the same has been recorded in Book No. I, Volume No. 28, pages from 346 to 353, being No. 1701 for the year 2002. Subsequently said Sri Partha De, the third named owner herein mutated his name in the records of the Rajpur Sonarpur Municipality, Ward No. 28, being known as Holding No. 918, North East

Fartabad and regularly paid taxes to the State of West Bengal.

- 4) With a view to develop his land, said Sri Kallol Dey, the First named owner entered into a Development Agreement with the Second Party herein on 10th January, 2018, registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 3817 to 3847, being No. 16290080 for the year 2018. For smooth and hassle-free functioning of the development work Said Sri Kallol Dey also executed a Power of Attorney dated 10th January, 2018 appointing Smt. Ketaki Das and Smt. Reshma Gaji, the partners of the Developer his Attorneys vesting some of his rights his in favour of Attorneys, more particularly described therein and the said Power of Attorney was registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 4004 to 4021, being No. 16290088 for the year 2018.

- 5) Said Suvro Roy, the Second named owner herein also entered into a Development Agreement with the Second Party herein on 10th January, 2018, registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 3941 to 3970, being No. 16290087 for the year 2018. For smooth and hassle-free functioning of the development work Said Sri Suvro De also executed a Power of Attorney dated 10th January, 2018 appointing Smt. Ketaki Das and Smt. Reshma Gaji, the partners of the Developer his Attorneys vesting some of his rights his in favour of Attorneys, more particularly described therein and the said Power of Attorney was registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 4123 to 4139, being No. 16290089 for the year 2018.

- 6) Said Partha De, the Third named Owners herein entered into a Development Agreement with the Second Party herein on 10th January, 2018, registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 3848 to 3876, being No. 16290088 for the year 2018. For smooth and hassle-free functioning of the development work Said Sri Suvro De also executed a Power of Attorney dated 10th January, 2018 appointing Smt. Ketaki Das and Smt. Reshma Gaji, the partners of the Developer his Attorneys vesting some of his rights his in favour of Attorneys, more particularly described therein and the said Power of Attorney was registered at the office of the Additional District Sub Registrar, Garia and recorded in Book

No. I, Volume No. 1629-2018, pages from 4106 to 4122, being No. 16290087 for the year 2018.

- 7) The Owners herein amalgamated the above stated three plots in to a single plot measuring about 8 Cottahs and 2 square feet by executing a Deed of Amalgamation dated 11.01.2018 duly registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2018, pages from 4938 to 4957, being No. 162900093 for the year 2018.
- 8) That after execution of the said Deed of Amalgamation in the aforesaid manner, the owners herein mutated the amalgamated land measuring about 8 Cottahs, 02 square feet in the records of the Rajpur Sonarpur Municipality under Assessee No. 1104302177108, being Holding No. 437, North East Fartabad.
- 9) That the Owners herein through their Attorneys, namely Smt. Ketaki Das and Smt. Reshma Gaji executed a Deed of Boundary Declaration on 4th October, 2020 for mutated the amalgamated land measuring about 8 Cottahs and 2 square feet in the records of the Rajpur Sonarpur Municipality under Assessee No. 1104302177108, being Holding No. 437, North East Fartabad, duly registered at the office of the Additional District Sub Registrar, Garia and recorded in Book No. I, Volume No. 1629-2020, pages from 116120 to 116145, being No. 162903371 for the year 2020.
- 10) That the said Sri Kallol Dey, Sri Suvro De and Sri Partha De jointly seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land containing an area of 8 Cottahs and 02 square feet, be the same or little more or less, lying and situated at Holding No. 437, North-East Fartabad, comprised in Mouza Barhans Fartabad, C.S./R.S. Dag Nos. 3557 and 3558, C.S./R.S. Khatian Nos. 663 and 370, J.L. No. 41, within the limits of Rajpur Sonarpur Municipality Ward No. 28, Additional District Sub Registrar office at Garia, Police Station Sonarpur, District South 24 Parganas, Pin-700 084, more fully and particularly described in the FIRST SCHEDULE, hereunder written (hereinafter referred to as the Said Premises).
- 11) The Vendors and the Developer constructed building known as "....." consisting of several Flats/Shops and spaces in the Said Premises in accordance with the plan sanctioned by the Authority concern.
- 12) The Vendors and the Developer agree to sell and the Purchasers agree to purchase the Flat

being Flat No. situated on the Floor measuring a Carpet area Sq. Ft. more or less, and one covered car parking space admeasuring Sq. Ft. on the Ground floor of the said building more fully and particularly described in the 8ecood Schedule hereunder written together with proportionate share or interest in the land described in the First Schedule at or for the total consideration of Rs...../- (Rupees only) which includes the consideration amount of the Flat as Rs...../- (Rupees only) and consideration of the car parking space Rs...../- (Rupees only)

AND WHEREAS the Purchasers entered into registered Agreement for Sale dated, registered before the Additional District Sub Registrar, Garia and duly recorded in Book No. I, Volume No., Pages to Being No., for the year, with the Owner/Vendor and the Developer to purchase one flat being Flat No., situated on the floor, measuring carpet area square feet more or less and one covered car parking space admeasuring 8q. Ft. on the Ground floor of the said building more fully and particularly described in the Second Schedule hereunder written, together with proportionate share of land and interest described *in* the First Schedule hereunder written as per the terns conditions mentioned therein.

AND WHEREAS the Purchasers asked the Owners/Vendors and the Developer to execute the deed of conveyance in respect of the Said Flat being Flat No., situated on the, Floor measuring carpet areaSq. Ft. more or less, and one covered ear parking space admeasuring 8q. Ft. on the Ground floor of the said building more fully and particularly described in the Second Schedule hereunder written, together with proportionate share of land and interest described in the First Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said registered Agreement dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of Rs./- (Rupees.. ..) only includes 1axes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter, by whatever name called) the lawful money of the Union of India truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge) end/or from the same and every pan thereof

doth hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby take the vacant peaceful possession of the Flat No., situated on the floor, measuring Carpet area ofSq. Ft. more or less. and one covered car parking space admeasuring Sq. Ft. on the Ground floor of the said building known as " and together with all facilities and other amenities and the said Vendor and the Developer do hereby indefeasible grant convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchasers All That the piece and parcel of Flat No., situated on the floor, measuring Carpet area ofSq. Ft. more or less. and one covered car parking space admeasuring Sq. Ft. on the Ground floor of the said building known as " constructed over a piece of land containing an area of 8 Cottahs and 02 square feet, be the same or little more or less lying and situated at Mouza- Barhans Fartabad, J.L. No. 41, C.S./R.S. Dag Nos. 3557 and 3558, C.S./R.S. Khatian Nos. 663 and 370, Holding No. 437, North-East Fartabad, within the limits of Rajpur Sonarpur Municipality Ward No. 28, Additional District Sub Registrar office at Garia, Police Station Sonarpur, District South 24 Parganas, Pin-700 084, more fully and particularly described in the Second Schedule hereunder written together with common parts and portions and facilities and *amenities* provided thereon together with proportionate share of land described in the First Schedule hereunder written and the said Flat No. situated on the floor, of the said building having carpet area ofSquare Feet more or less and one covered car parking space admeasuring Sq. Ft, on the Ground floor of the building hereinafter referred to as the 'Said Flat' together with right to common with other Purchasers or Owner so acquiring similar right to enjoy and possess all common passages, roof, open spaces, stairs case, landing, lobbies, drains, water courses, easement, advantages, liberties, lights and privileges appertaining thereto or reputed to belong to the estate right title interest claim demand and of the Vendors and the Developer into and upon the said property, The specific purchased portion of the said Flat of the Purchasers specifically described in the Second Schedule and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the Said Flat of the said building and the common parts in common with the co- Owner, Purchasers and occupiers of the said building such common being described in the Fourth Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fifth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Schedule outgoings in connection with the Said Flat and the said building

proportionately also such other expenses as may be included in the said common expenses

TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the Said Flat of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the Owners/Vendor and the Developer to hereby covenant and agree with the Purchasers **THAT NOTWITHSTANDING** any act, deed or things whatsoever and amenities by the Owners/Vendors and the Developer or by any of their ancestors or predecessors in title done or executed Or knowingly suffered to the contrary the Owner/Vendor and the Developer now has good right full power and absolutely authority and indefeasible title to grant, sell, convey and transfer the Said Flat of the said building and also the common areas, facilities, expenses and obligations as described in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grain convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispendens and that the Purchasers their heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Vendor old the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendors and the Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Flat of the said building or in the said common areas end facilities and also on the land uherneath or any part thereof from under entrust for the Owners/Vendors and the Developer from there under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers, their heirs, executor8, Administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Flat ot the said building together with common areas and facilities and the land underneath and other pans thereof unto and to the use of the Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, their heirs executors, administrators representatives and assigns shall and may at all times peaceably and quietly enter into hold possess and enjoy the Said Flat of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendor and the Developer or any person or persons or any other flat or apartment Owner in the Said Premises.

The Purchasers have examined the plan and the title of the Vendor and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the Said Flat or unit and being fully satisfied themselves with regard to the title of the Vendors and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendors and the Developer in these respect in future.

The Vendors and the Developer shall always exercise their right over the common passage leading from the main road and shall be entitled to make further construction Over the adjacent plot/plots of land which it may require and in such event the Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

THE VENDORS and DEVELOPER doth hereby covenant with the PURCHASERS as follows:-

- (a) THAT NOTWITHSTANDIING anything hereto before done or suffered to the contrary the Vendors and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appertaining thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendors and the Developer have not done or knowingly suffered anything whereby the Said Premises may be encumbered effected or imposed iii estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments, claims or demands whatsoever now subsisting on the Said Premises and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendor and the Developer or any person or persons claiming through or under or interest for the Vendor and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

- (d) The Vendor and the Developer may construct any shop rooms or commercial units in the building the Purchasers and/or occupiers of Flat of the building shall have no objections on.

THE FIRST SCHEDULE ABOVE REFERRED TO

SAID PREMISES

All That piece and parcel of Bastu land admeasuring an area of 8 Cottahs, 02 square feet, be the same a little more or less, being holding No. 437, North-East Fartabad, comprised in Mouza Barhans Fartabad, C.S./R.S. Dag Nos. 3557 and 3558, C.S./R.S. Khatian Nos. 663 and 370, J.L. No. 41, within the limits of Rajpur Sonarpur Municipality Ward No. 28, Additional District Sub Registrar office at Garia, Police Station Sonarpur, District South 24 Parganas, Pin-700 084, and the said property is butted and bounded in the following manner

ON THE NORTH SIDE :-	Scheme Plot No. P-31;
ON THE SOUTH SIDE :-	Scheme Plot No. P-33;
ON THE EAST SIDE -	Scheme Plot No. P-24;
ON THE WEST SIDE :-	24 feet wide Road (Fartabad Road).

THE SECOND SCHEDULE ABOVE REFERRED TO

[The Flat]

FIRSTLY ALL THAT the Flat No. on the floor of the said Building Tower No. ' ' at the said premises admeasuring a carpet area of sq. ft., built up area whereof being, sq. ft .super built-up area whereof being , sq. ft. (more or less) **AND SECONDLY ALL THAT** the exclusive right over and in respect of **ALL THAT** the number of open/ Covered car parking space in the ground floor/number of covered car parking space in the ground floor/number of covered Car parking space in the basement/Ground floor allotted to the Purchaser **TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in all Common Pans Portions and Facilities to be comprised in the said Building attributable and/or allocable to the said Flat **AND TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share of the land in the said Premises attributable and/or allocable to the said flat.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS UTILITIES AND AMENITIES)

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Project (but not part of any Flat), for the common use of all Flats or by all Flats Owner necessary or convenient *Not* the existence, maintenance or use of the progeny as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
3. All structural floor assemblies including the underside Of such assembly ceiling
- 4, All exterior walls of the building including the exterior limestone facade of the building and the structural masonry walls
5. All windows, window frames, casements and mullions
6. All central and appurtenant installations for services such as electricity, generator (with space required for installation Of the same], telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Flats) and all other mechanical equipment spaces (except those which are contained in my Flats) which serve or benefit all Owner or other general common elements
7. Staircase on all the floors lobbies corridors.
8. Staircase landings and lift landings on all floors.
9. Lift shaft with lift machine room.
10. Lift plant/car installation.
11. Ultimate Roof and Boundary Walls
12. Overhead water tank (domestic fire fighting) underground water reservoir water pipes and other common plumbing installation.
13. Electrically wiring meters and fittings in the common areas.
- 14, Drainage and sewerage.
15. Fire Fighting system installation and allied equipment.
16. Passage pathways driveways and entrance.

17. All shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats of the Owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the First Schedule thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the Authority concern together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owner of the flat of the buildings namely ., Constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common pans of the building and repairing road, staircase, compound walls end all other common amenities lifts.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.
4. That the Purchasers shall not at any *time carry on* or suffered io carry on ltte flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendor and the Developer or its successors in office or to the Owner and/or the occupiers of the other flat Owner or of the Owner or occupiers of any neighboring property or which may tend to depreciated the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.

5. That the Purchasers shall give the owner of the other flat the necessary vertical and horizontal and lateral support for their flat and arise a right to any way over common areas, staircase, passages etc and shall and will be entitled to similar rights from and other Owner of the said building.
6. The Purchasers shall have the right to enter into any other flats *in the* said building for the purpose of affecting repair of pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to Corporation, municipality, Gram Panchayat and/or other appropriate authorities or contribute in common to the floor area of the Said Flat towards in the account of payment of Corporation, Municipality or Panchayat taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Corporation or municipality or Panchayat and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendor and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming Owner of the screw flats in the building and in defaults shall be liable for payment thereof Cth costs of litigation being sued by the Vendor and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local authority in respect of their flat and proportionate share of land.
8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat Owner in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.

9. The Purchasers shall have the full proprietary rights on the Said flat together with undivided proportionate share of land, the Purchasers shall be entitled to sell montage, let out lease out of transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendors and Developer of any other Owner or Owner of the flat areas other than their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the Owner of the flat, Owner of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
11. The Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat Owner.
12. The Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. REPAIRING rebuilding repainting improving or other treatment as may be necessary for .keeping the said Housing Complex and every exterior part thereof in good and substantial repair order and condition and renewing and replacilig all wom or damaged parts thereof including the Common Areas Parts And Portions And Facilities.
2. PAINTING with quality paint as often as may (in the opinion of the Association/Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Housing Complex and the external surfaces of all exterior doors of the Buildings and decolouring and colouring all such parts of the Housing Complex as usually are or ought to be.
3. KEEPING the gardens and grounds of the Entire property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. KEEPING the private road in good repair and clean and tidy and edged where necessary and cleaning the private road when necessary.
5. PAYING a fair proportion of the cost of clearing repairing irritating any drains and sewers forming part of the Entire property.
6. PAYING such! workers as may be necessary in connection with the upkeep of the Entire project.
7. INSURING any risks.
8. CLEANING as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts pathways passages landing and stair cases and all other common parts of the building.
9. CLEANING as necessary of the areas forming parts of the Entire property.
10. OPERATING maintaining and (if necessary) renewing the lighting apparatus and other Common Areas Pans And Portions And Facilities from time to time of the Entire property and providing such additional lighting apparatus.
11. MAINTAINING and operating the lifts, generator and other Common Areas Parts And Portions And Facilities.
12. PROVIDING and arranging for the emptying receptacles for rubbish.
13. PAYING all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual Owner/occupiers of any Flat.
14. ABATING any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development nr any part thereof so far as the same is not the liability of any individual lessee if any Flat.

15. GENERALLY managing and administering the development and protecting the Common Areas, parts and portions and facilities in the Buildings and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.
16. EMPLOYING various staff for managing the maintenance either by the FMC/Developer or by the Association
17. EMPLOYING qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. COMPLYING with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made there under relating to the building excepting those which are the responsibility of the Developer/occupier of any Flat.
19. THE Purchase maintenance renewal and insurance of equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. ADMINISTERING the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm in deal its these matters.
21. THE provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. SUCH time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(TAXES AND IMPOSITION)

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the municipal taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such Corporation or municipal or Panchayat taxes and rates or impositions to the Vendor and the Developer as may be deemed reasonably from time to time by the Vendor and the Developer.
2. From the date of receiving possession of the said Flat, apart from the amount of such Corporation or municipal or Panchayat taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax, Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.
3. All proportionate cost of maintenance, operating replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating including the outer walls of the said building.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

EXECUTED AND DELIVERED by
the OWNERS/VENDORS hereto at Kolkata
in the presence of:

1.

2.

EXEC LATED AND DELIVERED
the DEVELOPER hereto at Kolkata in
the presence of:

EXECUTED AND DELIVERED by the
PURCHASERS hereto at Kolkata in the
presence of:

1.

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MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers the sum of Rs./- (Rupees..) only includes Taxes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the Promoter, by wherever name called) -

Dated	Cheque No.	Bank	Amount (As.)
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WITNESS

DEVELOPER

DA'IEDTHIS DAYOF,::: 20,,.

BETWEEN

Mr. KALLOL DEY & OTHERS..... VENDORS

AND

PROGRESSIVE CONSTRUCTION DEVELOPER

AND

..... & ANR..... PURCHASERS

CONVEYANCE
(Flat No. ,,,.)