

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____

20 (Two Thousand _____) ;

Between

“M/S GREEN SQUARE PROJECTS” PAN. AAOFG4084A a partnership firm registered under the Partnership Act, 1932 having its principal place of business at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, represented by its Authorised Partners (1) **SRI PRADIP CHANDRA KAR**, PAN. AEKPK3929C, son of Late Gopal Chandra Kar, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 31/1, Bagha Jatin Road, P.O. Baranagar, P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, AADHAAR No. 877202773603, Mobile No. 9830248715 & (2) **SMT ANITA GUPTA**, PAN. AEWPK6197E, wife of Sri Rakesh Kumar Gupta, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas AADHAAR No. 958287290956 Mobile No.9163872240, hereinafter referred to as the **“OWNER/ PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and its heirs, executors and administrators of the last surviving partner and their assignees) of the **FIRST PART;**

AND

Mr. / Ms. _____,(PAN _____), son/daughter/wife of _____, aged about _____, residing at _____ P.O._____,P.S._____, Kolkata _____,District- _____,(Aadhaar no. _____), Mobile No....., hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART:**

The Owner/ Promoter and Purchaser shall herein after collectively be referred to as the “parties” and individually as a “party”.

WHEREAS

A. i) Ownership of Sisir Kumar Dawn :

One Sisir Kumar Dawn, seized possessed and sufficiently entitled of

Premises No. 21 Bhattacharjee Para Road, Police Station Baranagar, Mouza Palpara, J.L. No. 07, District 24 Parganas, admeasuring **10 Cottah 07 Chittak 16 Square feet** more or less (**"SAID PREMISES"**) along with other plots of land.

ii) Demise of Sisir Kumar Dawn :

Said Sisir Kumar Dawn died intestate on 09-05-1942 leaving behind his widow, Angur Bala Dawn and his son, Samir Kumar Dawn as his legal heirs and successors of all the estate left behind by Sisir Kumar Dawn, since deceased.

iii) Rename of said Land:

The said Premises was renumbered and came to known as 1, Sisir Kumar Dawn Road, within local limit of Baranagar Municipality.

iv) Ownership of Messrs Calcutta National Chemical Industries Private Limited :

By virtue of a Deed of Conveyance dated 28-05-1986 said Angur Bala Dawn and Samir Kumar Dawn jointly sold transferred and conveyed ALL THAT piece and parcel of land together with the structure standing thereupon measuring about 02 Cottah 43 Square feet more or less out of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24 Parganas unto and infavour of Messrs Calcutta National Chemical Industries Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.D.S.R. Cossipur-Dum Dum, North 24 Parganas and recorded in Book No. I, Volume No. 44 Pages 125 to 134 Being No. 2418 for the year 1986.

v) Lease to Messrs Calcutta National Chemical Industries Private Limited :

By virtue of a lease deed dated 26-11-1993 said Angur Bala Dawn and Samir Kumar Dawn jointly granted lease and/or demised ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, being the retained/ remaining portion of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24 Parganas, unto and in favour of Messrs Calcutta National Chemical Industries Private Limited, for the Term of 21 years and rent as reserved / contained therein. The said Deed was duly registered in the office of A.D.S.R. Cossipur-Dum Dum, North 24 Parganas and recorded in Book No. I, Volume No. 169 Pages 254 to 266 Being No. 6387 for the year 1993.

vi) Surrender of Lease by Messrs Calcutta National Chemical

Industries Private Limited :

By virtue of a Deed of Surrender of Lease dated 10-09-2008 said Messrs Calcutta National Chemical Industries Private Limited, surrendered / determined the lease dated 26-11-1993 in respect of ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, being the retained/ remaining portion of the said Premises, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, District North 24 Parganas, for the remaining tenure/ term and hand over the possession to Angur Bala Dawn and Samir Kumar Dawn. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9477 to 9486, Being No. 08935 for the year 2009.

vii) First Ownership of M/s Simran Vyapaar Private Limited :

By Virtue of a Deed of Conveyance dated 10-09-2008 said Angur Bala Dawn and Samir Kumar Dawn jointly sold transferred and conveyed ALL THAT piece and parcel of land measuring about 08 Cottah 06 Chittak 18 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, unto and in favour M/s Simran Vyapaar Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9462 to 9476 Being No. 08934 for the year 2009.

viii) Second Ownership of M/s Simran Vyapaar Private Limited :

By virtue of a Deed of Conveyance dated 29-09-2008 said Messrs Calcutta National Chemical Industries Private Limited sold transferred and conveyed ALL THAT piece and parcel of land together with the structure standing thereupon measuring about 02 Cottah 43 Square feet more or less, lying and situated at premises No. 1, Sisir Kumar Dawn Road, Police Station Baranagar, Mouza Palpara, J.L. No. 7, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, unto and in favour M/s Simran Vyapaar Private Limited, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-II, Kolkata and recorded in Book No. I, C.D. Volume No. 18 Pages 9448 to 9461 Being No. 08946 for the year 2009.

ix) Absolute ownership of M/s Simran Vyapaar Private Limited :

By virtue of the aforesaid two Deeds of Conveyance as Being Nos. 08934 for the year 2009 and 08946 for the year 2009, said M/s Simran Vyapaar

Private Limited, became sole and absolute owner of ALL THAT piece parcel of land measuring about 10 Cottah 07 Chittak 16 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road (previously known as 21, Bhattacharjee Para Road), Police Station Baranagar, Mouza Palpara, J.L. No. 7, R.S. Khatian Nos. 61, 344, RS. Dag Nos. 458 & 459, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036 (**“SAID PROPERTY”**) which is more fully and particularly mentioned in the Schedule ‘A’.

x) Mutation at B.L.& L.R.O. :

Said M/s Simran Vyapaar Private Limited, while seized possessed the said Property as sole and absolute owner, duly mutated its name in the record of B.L.&L.R.O., Block Barrackpur-II, North 24 Parganas at its name was in L.R. Khatian No. 2546 in respect of L.R. Dag Nos. 2951 and 2952, Mouza Palpara, J.L. No. 07, Police Station Baranagar, District North 24 Parganas and paid land rent thereon.

xi) Conversion of the Said Property :

Said M/s Simran Vyapaar Private Limited, after recording its name in the records of the B.L.&L.R.O., Block Barrackpur-II, North 24 Parganas duly applied for the changed the nature of use of the said property as per provision of WBLR, Act, 1955 and vide Order dated 15-11-2019 (Memo No. Conversion/2191/1/3/DL& LRO/2019) from the ADM & DL&LRO, North 24 Parganas at Barasat, land use of the said property, comprising L.R. Dag Nos. 2951 & 2952, Mouza Palpara, J.L. No. 7, was changed to “HOUSING COMPLEX”.

xii) Ownership of M/s Green Square Projects:

By virtue of a Deed of Conveyance dated 08-12-2018 said M/s Simran Vyapaar Pvt. Ltd. sold transferred and conveyed ALL THAT piece parcel of land measuring about 10 Cottah 07 Chittak 16 Square feet more or less together with the structure standing thereupon, lying and situated at premises No. 1, Sisir Kumar Dawn Road (previously known as 21, Bhattacharjee Para Road), Police Station Baranagar, Mouza Palpara, J.L. No. 7, L.R. Khatian No. 2546, L.R. Dag Nos. 2951 & 2952, within ward No. 27 of the Baranagar Municipality, District North 24 Parganas, PIN 700036, being the ‘Said Property’ unto and in favour of M/s Green Square Projects, a partnership firm having its principal place of business at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, for the premises and consideration mentioned therein. The said Deed was duly registered in the office of A.R.A.-IV, Kolkata and recorded in Book No. I, C.D. Volume No. 1904-2018, Pages 495037 to 495067, Being No. 190412771 for the year 2018.

xiii) Mutation at Baranagar Municipality:

Said M/s Green Square Projects, while seized possessed the said Property as sole and absolute owner duly mutated its name in the records of Baranagar Municipality and vide letter bearing No. M/000780 dated 26-09-2019 issued from the Baranagar Municipal Office certifying that the said property comprising 1, Sisir Kumar Dawn Road have been mutated in the name of M/s Green Square Projects and thereafter said M/s Green Square Projects started paying municipal taxes.

xiv) Assessment Roll Copy:

From the Certified True Copy of Assessment Registered of Baranagar Municipality for the year 2020-2021 reflect the land area of Premises No. 1, Sisir Kumar Dawn Road, within in Ward No. 27 is 10 Cottah 07 Chittak 16 Sq. Ft. more or less which tally with the land area of the said property as per Deed of Conveyance dated 08-12-2018 as Being No. 190412771 for the year 2018.

B. Building Permit :

Said M/s Green Square Projects with an intention to commercially exploit the said Property duly submitted one building plan, for construction of G+3 Storied building upon the land of the said property and after demolishing the existing structure standing thereon, before the Baranagar Municipality and subsequently the Baranagar Municipality sanctioned the said building plan vide Building Permit No. PWBS/353/27 dated 16-01-2020.

C. The Said Property has been earmarked for the purpose of construction, erection and completion of residential building of G+3 storied comprising of several flats/ apartments, car parking spaces and other saleable spaces etc capable of being held and/or enjoy independently of each other. The said project is known as **“GREEN ORCHID”**.

D. By and under an agreement dated _____ (hereinafter referred to as the said **AGREEMENT FOR SALE**) registered with the office of the _____ and recorded in Book No. I CD Volume No. _____ pages to _____, Being No. _____ for the year _____, the Owner/Promoter had agreed to sell and transfer and the Purchaser had agreed to purchase **ALL THAT** piece and parcel of the Residential Unit/ apartment measuring about carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (Built up area of _____ sq. ft. corresponding Super Built up area _____ sq. ft.) be the same a little more or less, being Unit No. _____, Type _____, on _____ floor of the building in the project “GREEN ORCHID” situated at Premises No.1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7, LR Khatian No. 2546, L. R. Dag No.2951 & 2952 under the Baranagar Municipality

Holding No. 994 Ward No. 27, District – 24 Parganas (North) together with the right to Park ___ number(s) of medium sized car at Covered Car Parking Space (dependent/independent) on the ground of the said Building together with the right to use the common areas/common parts and facilities in common with other allottees in the said Project (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SCHEDULE “B”** hereunder written) at and for the consideration and under the terms mentioned and contained therein.

E. That the Owner/promoter have completed of the said Building at the said Property/Premises in accordance with the said Plan with permissible modifications/additions/variatioins/alterations thereto, upon supervision on recognized Architect/ Engineer and as per specification of the plan, approved by the concern authority of Municipality and apply for completion certificate (C.C.) before the competent authority and have appointed recognized Architect/ Engineer for inspection of the said new constructed building as per specification of the plan, and said Architect/ Engineer issued the fit certificate of the building habitual for use and occupancy by the Purchasers of the flats/apartments and upon getting such fit certificate of the newly constructed building from the competent authority of Baranagar Municipality, the Owner/ Promoter shall serve a copy of the same to the Purchaser(s) at free of cost.

F. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:-

- i. The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Owner/ Promoter in respect of the Unit/Apartment and said Property.
- ii. The Purchaser has satisfied itself/himself/herself/themselves that the said Unit/Apartment and the said Property and Appurtenant thereto is free from all encumbrances and about the Owner/ Promoter entitlement to develop the said Project and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
- iii. The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Baranagar Municipality and all subsequent modifications/additions/variatioins/alterations thereto.
- iv. The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit/Apartment.

- v. The Purchaser has duly satisfied itself/himself/ herself/ themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building/Project and common areas/ common parts and facilities and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Project.
- vi. The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the said Agreement of Sale dated_____ as well as this Indenture.
- vii. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the Building/Project.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

Definitions:

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii. **PREMISES** shall mean entire area of land being **ALL THAT** piece and parcel of Bastu land area measuring about 10 Cottahs 7 Chittacks 16 Sq.ft more or less lying and situated at Premises No.1, Sisir Kumar Dawn Road, P.O. 8s P.S. - Baranagar, Kolkata - 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7,LR Khatian No. 2546, L. R. Dag No.2951 & 2952 under the Baranagar Municipality Holding No. 994 Ward No. 27, District - 24 Parganas (North) and Jurisdiction of Sub-Registrar Cossipore Dum Dum with common rights in the said premises more particularly described in the **SCHEDULE 'A'** written hereunder and hereinafter for the sake of brevity referred to as the "**SAID PROPERTY**".
- iii. **BUILDING** shall mean the newly constructed G+3 storied building named as "**GREEN ORCHID**" upon the said Property/ Premises, consisting of several flats, the Apartment/Flat and other spaces intended for independent or exclusive use.
- iv. **APARTMENT/FLAT:** shall mean the Unit/ Flat No....., Type, in the Building named **GREEN ORCHID**, situated in the.....floor, having carpet area of _____ square feet together with a balcony area of ____ sq. ft. (Built up area of _____ sq. ft. corresponding Super Built up area _____sq. ft.) be the same a little more or less, as described in **the Schedule 'A'**, as permissible under the applicable law and pro rata share in the common areas, more

particularly described in **Schedule "C"** and the floor plan or the apartment plan is annexed hereto and marked as **ANNEXURE "A"**.

- v. **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972 with its subsequent amendments, or any other laws for the time being in force.
- vi. **COMMON FACILITIES AND AMENITIES** shall include corridors, stair-ways, drive ways, pump room, overhead water tank, water pump, security room, electrical room, main gate, lift, lift lobbies, fire escapes , and other facilities which may be mutually agreed upon by and between the parties hereto and required for the establishment, location enjoyment provisions maintenance and/or management of building and land there under as per Apartment Ownership Act or mutually agreed upon by the owner of flats/spaces.
- vii. **SALEABLE SPACE** shall mean apartment / flat/ s and space in the building available for independent use and occupation after making due provision for common facilities and the space required thereof.
- viii. **ARCHITECTS:** shall mean Mr. Dipankar Dutta, the Architects appointed by the Owner/Vendor/ Promoter or such other Architect as the Owner/Vendor/ Promoter may appoint from time to time for the building.
- ix. **BUILDING PLAN** shall mean such plan approved by the Baranagar Municipality Authority, and granted the commencement certificate to develop the Project vide approval dated 16/01/2020, bearing registration no. PWBS/353/27 with permissible modifications /additions/ variations / alterations thereto and including the revised sanctioned plan being no. PWBS/....., dated approved by the Baranagar Municipality.
- x. **PROJECT LAND:** shall mean the Land, more particularly describe in **the Schedule A** hereunder written.
- xi. **PROJECT:** shall mean a construction and completion of G+3 Storied residential building along with the common areas, parts and facilities, upon the said Project Land under name and style "**GREEN ORCHID**".
- xii. The expression **PURCHASER/S:** shall be deemed to mean and include:-
 - (a) In case the Purchaser /s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
 - (b) In case the Purchaser /s be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs, legal representatives, executors and administrators;

(c) In case the Purchaser /s be a partnership firm, then its partners for the time being their respective heirs, legal representatives, executors administrators;

(d) In case the Purchaser /s be a company, then its successors or successors-in-interest;

xiii. **CAR PARKING:** shall mean the shall mean the to park a medium sized car at Covered Car Parking Space (dependent/independent) on the ground floor of the said building as will be allotted/identified by the Owner/Promoter to respective intending Purchaser/s of such car parking space along with the respective Unit and it expressly stated in the **Part II of the Schedule “B”** hereunder written.

xiv. **CO-OWNERS:** according to the context shall mean all the Buyer/s and/or Purchaser/s and the joint holder, who for the time being have either completed the purchase of any Apartment/Flat or have agreed to purchase any Apartment/Flat and have taken possession of such Apartment/Flat and for all unsold Units/ Apartments, possession whereof not having been parted with by the Owner / Promoter, shall mean the Owner / Promoter.

xv. **RULES:** means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act, 2017;

xvi. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

NOW THIS INDENTURE WITNESSETH that in pursuance of Total consideration of sum of **Rs.**/(Rupees)only paid by the Purchaser /Purchasers to the Owner /Promoter on or before the execution of these present (The receipt where of the Owner /Promoter doth herby admit and acknowledge) and of and from the same and every part thereof acquit, release and forever discharge the Purchaser of the said Flat and Owner/ Promoter do hereby indefeasible grant, sell, convey transfer, assign and assure unto in favour of the Purchaser **ALL THAT** piece and parcel of the Residential Unit/ apartment measuring about carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (Built up area of _____ sq. ft. corresponding Super Built up area _____sq. ft.) be the same a little more or less, being Unit No. ____, Type _____, on ____ floor of the building in the project “GREEN ORCHID” situated at Premises No.1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7, LR Khatian No. 2546, L. R. Dag No.2951 & 2952 under the Baranagar Municipality Holding No. 994 Ward

No. 27, District – 24 Parganas (North) together with the right to Park ___ number(s) of medium sized car at Covered Car Parking Space (dependent/independent) on the ground of the said Building (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SCHEDULE “B”** hereunder written and delineated in the attached plan marked as **ANNEXURE “A”**) **TOGETHER WITH** undivided proportionate indivisible share in the land beneath the said building Together With undivided indivisible proportionate share in common areas/common parts and facilities installations in common with other allottees in the said Project as described in the **SCHEDULE “C”** hereunder written; free from encumbrances **BUT** subject to the obligations and commitments of the Purchaser as hereinafter contained **AND ALSO** subject to the payment of the entire Municipal taxes relating to the said Unit/Apartment and also proportionate share of common expenses and other sums **AND WITH** the right to use and enjoy in common the common passage from the road side to the building approach for the purpose of peaceful unobstructed access to and from the building and the said flat through the common passage and/or the common stairs of the said building **AND TOGETHER** with all legal incidents thereof appertaining to the said unit AND all the estate right title interest whatsoever of the said Owner/ Promoter in to and upon the said unit/apartment **TO HAVE AND TO HOLD** the said Unit Together With undivided indivisible proportionate share in the land beneath the building attributable to the super built up area of the said flat and also like share in said common areas/ common parts, facilities and installations described in the Schedule “C” hereunder written absolutely and forever **AND** the inheritance thereof free from all encumbrances suffered or created by the Vendor **BUT** subject always to the covenants running with the said property/ premises **AND ALSO** subject to the restrictions hereinafter stated and the rules regulating the user of the said Unit/Apartment and also subject to the said Purchaser paying and discharging the Municipal rates and taxes and other charges impositions and statutory taxes and levies from the date of deemed delivery of possession/date of delivery of possession which ever be earlier **AND ALSO** subject to the Purchaser paying proportionate share of common expenses maintenance charges and other charges and amounts in respect of the said Unit/Apartment to the Owner/Promoter or the Maintenance Association/Organization **AND SUBJECT TO** the rights of access to the car parking space from the road side to the car parking space **AND ALSO** subject to the several terms and conditions and conveyances on the part of the Purchaser to be performed as hereinafter stated.

AND THE OWNER/PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) The Owner/Promoter have good right full power and absolute authority to grant convey transfer sell and assign the said Unit/ Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- (b) The said Unit/Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Owner/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner/Promoter.
- (c) The Purchaser shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit/Apartment and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

AND THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:

- (a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the common areas/ common parts and facilities as set forth in the **Schedule "C"** hereunder written and duly observe the various restrictions as set forth in the **Schedule "E"** hereunder written.
- (b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit/Apartment under these presents.
- (c) The Purchaser doth hereby acknowledge that the allottees/ owners/occupiers of the units/apartments in any one floors would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners/occupiers/alottees of the units/ apartments located in said Building.

- (d) The Purchaser doth hereby acknowledge that as per the applicable law, an apartment owners association may be formed in the Building, for the maintenance and upkeep of the said Building together with common areas/ common parts, facilities and installation of the said building, as the case may be.
- (e) The Purchaser shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the **Schedule "D"** hereunder written and demanded by the Owner/Promoter or the Association.
- (f) The Purchaser doth hereby acknowledge that the possession of the said Unit/Apartment has been delivered by the Owner/Promoter to the Purchaser.
- (g) The Purchaser shall not be entitled to claim exclusive right upon the common areas and facilities as set forth in the Schedule "C" hereunder written unless right to use and enjoy the same is expressly granted to the Purchaser in terms of these presents.
- (h) The Purchaser shall not raise any obstruction/dispute upon the Developer to make any constructions/raising additional stories in any of the Buildings at the Project and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- (a) The undivided proportionate impartible variable share attributable to the said Unit/Apartment shall always remain impartible.
- (b) The right of the Purchaser shall remain restricted to the said Unit/Apartment and the Properties Appurtenant thereto.
- (c) The Project shall always and forever be known by the name of "GREEN ORCHID".
- (d) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are "must" and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that nonpayment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the New Building and as such in the event of any default on the part of the Purchaser in

making payment of such maintenance charges then and in that event without prejudice to any other rights, the Owner/Promoter Or Association shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.

- (e) The Purchaser doth hereby further acknowledge that the Owner/Promoter or the Association shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees and Owner/Promoter shall not be liable to pay or contribute the Common Expenses for any unsold units.

**SCHEDULE 'A' ABOVE REFERRED TO:
(SAID PROPERTY/ SAID PREMISES)**

ALL THAT piece and parcel of Bastu land area about 10 Cottahs 7 Chittacks 16 Sq.ft more or less together with newly constructed G+ 3(three) storied residential building at Premises No.1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, under Mouza Palpara, Touzi No. 1-6, 8-16, J.L. No.7, L.R. Khatian No. 2546, L. R. Dag No. 2951 & 2952 under the Baranagar Municipality Holding No. 994 Ward No. 27, District – 24 Parganas (North) butted and bounded :-

On the North : 16 feet wide Sisir Kumar Dawn Road & Common Passage.
 On the South : Srilal Apartment, 22/1, Bhattacharya Para Lane,
 On the East : 26, S. K. Dawn Road.
 On the West : 1/2B, S.K. Dawn Road.

SCHEDULE 'B' ABOVE REFERRED TO:

PART-I

(APARTMENT/FLAT)

ALL THAT one self contained flat measuring about _____ square feet more or less of carpet area (corresponding built up area Sq.ft and super

build up area sq.ft), on thefloor, Flat No., Type _____ of the building named "GREEN ORCHID", consisting of bed rooms, 1 kitchen, dining, 2 privy and bath and one/ two balcony, which is demarcated in the plan attached hereto and marked as **ANNEXURE "A"** ALONG WITH undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the Said Property TOGETHER WITH common rights in the common areas and facilities of the said building/ Project.

PART II

(CAR PARKING)

ALL THAT ___ number(s) Covered Car Parking space(s) (dependent/ independent) being No(s). ____, measuring about _____ square feet more or less (having cemented flooring) on the **Ground** floor of the building named "Green Orchid" lying and situated at premises no. 1, Sisir Kumar Dawn Road, P.O. & P.S. – Baranagar, Kolkata – 700036, District – 24 Parganas (North).

SCHEDULE 'C' ABOVE REFERRED TO:

(Common Areas/ Common Parts & facilities)

1. Foundation beams, vertical and lateral supports main walls, common walls, boundary walls and main entrance gate of the building.
2. Main gate of the premises and common passage.
3. Installation of common service viz. electricity, water pipes, sewerages, rain water pipes overhead water tank.
4. Septic tank on the ground floor for use of all Apartment owner of the building.
5. Common staircase, landing, spaces lobbies and proportionate roof right etc.
6. Lighting in the common space, passage, staircase including fixture and fittings.
7. Common electric meter installations.
8. All open to sky space surrounding the said building.
9. Municipal Tap water.
10. Space for meter board and switches.
11. Lift, Lift room.
12. Filtered Water Supply

13. Security Room.
14. CCTV Surveillance .
15. Common Toilet for Servants / Drivers.
16. Fire extinguisher machine in common corridor.
17. All other parts or the said building necessary for its existence maintenance and safety for normally in common use of the owners in the respective Apartment.

SCHEDULE "D" ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All costs of maintenance, operation, replacing white washing, painting, re-building, re-construction, re-decoration and lighting the common pans.
2. All charges and deposit for supplies common utilities of the all flats or apartment owners.
3. Municipal taxes and other outgoing taxes.
4. All other expenses and outgoing as incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the Apartment.
5. Repairing rebuilding repainting improving or other treating as necessary and keeping the Building/ Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
6. Keeping the common passage to the Building in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
7. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Building/ Project.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project/Building as may be necessary keeping cleaned the common parts and passages landing and stair cases and all other common parts of the building.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project/Building and providing such additional lighting apparatus as the Owner/Promoter may think fit.
10. Maintaining and operating the lifts.

11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all land revenue/khazana for the land of the Project/Said Property and the rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/purchasers/ occupiers of any Apartment.
13. Generally managing and administering the upkeeping and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
14. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Owner/Promoter OR the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

THE SCHEDULE "E" ABOVE REFERRED TO:

(PURCHASER'S COVENANTS)

1. To co-operate with the other Apartment/Unit owners/allottees and the Owner/Promoter in the management and maintenance of the Building/Project.
2. To observe the rules framed from time to time by the Owner/Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Owner/Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Unit/Apartment for residential purposes and not for other purposes whatsoever without the consent in writing of the Owner/Promoter /Association.
4. To allow the Owner/Promoter or the Association with or without workmen to enter into the said Unit/Apartment for the purpose of maintenance and repairs but only with 24 hours prior notice in writing.
5. To pay charges for electricity in relation to the said Unit/Apartment wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Owner/Promoter or the Association for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Purchaser shall not be entitled to use any of the facilities and utilities

of the building.

6. To maintain or remain responsible for the structural stability of the said Unit/Apartment and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Unit/Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
7. Not to do or cause anything to be done in or around the said Unit/Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
8. Not to damage demolish or cause to damage or demolish the said Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the apartment/ units in the building or which may cause damage to any other portion of the building in any manner.
9. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs or any external walls without the opinion of the Owner/Promoter or the Association.
10. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts.
11. Not claim any right of pre-emption or otherwise regarding any of the other units or any portion of the Building/Project.
12. Not to use the said Unit/Apartment or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
13. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure thereon

or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

14. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
15. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Owner/Promoter or the Association.
16. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
17. To abide by such building rules and regulations as may be made applicable by the Owner/Promoter before the formation of the Association. The Owner/Promoter shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Owner/Promoter. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
18. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Owner/Promoter and a decent nameplate outside the main gate of his Apartment/Unit.
19. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Owner/Promoter and/or the Maintenance In-charge in writing.
20. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.
21. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
22. Not to use or permit to be used any loud speakers or other musical instrument which may cause annoyance to other Owners/ occupiers of the Building.
23. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such

domestic help to the local Police station.

24. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and in no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned allottee/occupier shall also ensure that the Pet relieves itself only at the designated place.
25. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
26. It shall be the responsibility of the Purchaser to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Purchaser washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Purchaser to clean up the entire space.
27. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
28. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
29. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
30. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Owner/Promoter or the Association as the case may be.
31. The staircase landing should be kept clean at all times.
32. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
33. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
34. No article shall be allowed to be placed in the halls or on the staircase

landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed on the roof.

35. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
36. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
37. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Developer will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
38. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
39. Not to carry on or cause to be carried on any obnoxious or injurious activity in or from the said Apartment/Unit.
40. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Purchaser or the family members, invitees, servants, agents or employees of the Allottee/Purchaser, the Allottee/Purchaser shall compensate for the same.
41. House rules may be added to, amended or repealed at any time by the Developer and after formation by the Association.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the abovenamed **OWNER/PROMOTER**
in the presence of:

EXECUTED AND DELIVERED by the
abovenamed **PURCHASER** in the
presence of:

Drafted and prepared at my office,

Advocate

RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) being the consideration amount as per details below:—

MEMO OF CONSIDERATION

BY AND OUT OF Cheque Nos.

(i) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

(ii) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

(iii) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

(iii) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

(iv) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

(v) _____ dated _____, drawn on _____ Bank, _____ Branch

for RS /-

: Rs. _____/-

TOTAL

: **Rs.** _____/-

(Rupees _____) Only

Witnesses:

1)

2)

(Signature of Owner/Promoter)

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
		(Right Hand)			
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
		(Right Hand)			
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
		(Right Hand)			
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
		(Right Hand)			