

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the                    day of  
....., Two Thousand Twenty (2020) A.D.

**B E T W E E N**

**MUSHKAN INFRA PROPERTIES PRIVATE LIMITED, (PAN : AAGCM9934Q), (CIN no. U70109WB2011PTC158497)**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at “Martin Burn Building” Room No. 7, at Premises No. 1, R.N. Mukherjee Road, Post Office: GPO, Police Station- Hare Street, Kolkata- 700 001, represented by its one of the Directors- **SRI ANMOL BHALOTIA, (PAN : CCGPB0230D) (Aadhar No. 3086 5661 4572)** son of Sri Jaydeep Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5<sup>th</sup> Floor, 16A Deshpran Shasmal Road, Post Office-Tollygunge, Police Station- Charu Market, Kolkata-700033, authorized vide Board Resolution dated 30<sup>th</sup> March, 2017, hereinafter called and referred to as the **OWNER/ VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

**A N D**

\_\_\_\_\_, (PAN: \_\_\_\_\_, Aadhaar No. \_\_\_\_\_) son/wife of \_\_\_\_\_, by faith: Hindu, by occupation: \_\_\_\_\_, residing at \_\_\_\_\_, Post Office : \_\_\_\_\_, Police Station: \_\_\_\_\_, Kolkata – 700\_\_\_\_; hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** by virtue of a Deed of Partition dated 27.02.1950, corresponding to 15<sup>th</sup> day of Falgun, 1356 B.S. one Gour Chandra Banerjee, son of Late Khetra Chandra Banerjee acquired right, title and interest over the properties mentioned in Schedule “Kha” therein, including **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane,

Calcutta. The said Deed was registered at the office of Sub-Registrar at Alipore and entered in Book No. I, Volume No. 18, Page Nos.163 to 173, Being No. 750 for the year 1950.

**AND WHEREAS** while the said Gour Chandra Banerjee, who was a Hindu Governed by the Dayabhaga School of Hindu Law, was enjoying his aforesaid properties as an absolute Owner without any interference or intervention of others, died intestate on or about 28<sup>th</sup> day of February 1952, leaving behind his two sons- Shambhu Chandra Banerjee and Santosh Kumar Banerjee as his heirs and after the demise of Gour Chandra Banerjee, his entire properties devolved upon his two sons Shambhu Chandra Banerjee and Santosh Kumar Banerjee inter-alia the said Premises No. 58A, Nepal Bhattacharjee First Lane, Calcutta according to law.

**AND WHEREAS** while the said Shambhu Chandra Banerjee and Santosh Kumar Banerjee were absolutely seized and possessed Municipal Premises No. 58A, Nepal Bhattacharjee First Lane jointly, by virtue of a Deed of Conveyance dated 16.08.1973, they had sold , transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Calcutta unto and in favour of Smt. Gita Mukherjee, wife of Ajit Kumar Mukherjee of 12/1A, Nepal Bhattacharjee Street, Police Station-Bhowanipur, Calcutta-700 026. The said Deed was registered at the office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 136, Pages 18 to 26, Being No. 4490, for the year 1973.

**AND WHEREAS** after the purchase as aforesaid, while the said Smt. Gita Mukherjee was seized and possessed of the same as Owner, by virtue of a registered Deed of Conveyance dated 26<sup>th</sup> day of September, 1980, she had sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station-Bhowanipur now

Kalighat, Calcutta-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, unto and in favour of Mrs. Supriya Ghosh. The said Deed was registered at the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 247, Pages from 119 to 128, Being No. 5614 for the year 1980.

**AND WHEREAS** after the purchase as aforesaid, the said Smt. Supriya Ghosh, got her name mutated in respect of Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, in the records of the Kolkata Municipal Corporation, under Assessee No. 11-083-24-0026-9 and enjoying the same by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 10.03.2010, the said Smt. Supriya Ghosh gifted and transferred **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station-Bhowanipur now Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83, unto and in favour of her daughter Smt. Snigdha Ghosh . The said Deed was registered in the Office of Additional District Sub Registrar at Alipore and recorded in Book No. I, C.D. Volume No. 8, Pages from 1249 to 1260, Being No. 01689 for the year 2010.

**AND WHEREAS** after getting the aforesaid property, while the said Smt. Supriya Ghosh was seized and possessed of it as owner thereof, by virtue of a registered Deed of Conveyance dated 09.03.2017, the said Smt. Snigdha Ghosh sold and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon which is fully occupied by the tenants, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Bhowanipur now Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83, unto and in favour of Mushkan Infra Properties Private Limited. The said Deed was registered in the Office of

Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages from 42303 to 42328, Being No. 01685 for the year 2017.

**AND WHEREAS** after the purchase as aforesaid, the said Mushkan Infra Properties Private Limited, got its name mutated in respect of Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, in the records of the Kolkata Municipal Corporation, under Assessee No. 11-083-24-0026-9 and is enjoying the same by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** the present Vendor as Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon fully occupied by tenants, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, District-South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto.

**AND WHEREAS** the Owner/Vendor was being desirous to raise a multi-storied building upon the land of the aforesaid property after demolishing the existing two storied building and for the purpose of construction of a [semi commercial/residential] project, comprising of ground + four storied building (hereinafter referred to as the "***Building***") got a plan sanctioned in its name from the Kolkata Municipal Corporation, being Building Permit No. 2018080014 dated 26.05.2018, (hereinafter referred to as the "***sanction plan***") and the said project shall be known as "**MUSKAN ENCLAVE**" ("**Project**").

**AND WHEREAS** the Kolkata Municipal Corporation has granted the commencement to develop the Project vide its acknowledgement dated 30.09.2019 from 15.10.2019.

**AND WHEREAS** the Owner/Vendor obtained the final layout plan, specification and approvals for the project and also for the apartment or building, as the case may be from the Kolkata Municipal Corporation.

**AND WHEREAS** in conformity with the said sanction plan, the Owner/Vendor has started construction of building upon **ALL THAT** piece and parcel of the Bastu land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, which has been specifically described in the **SCHEDULE - "A"** hereunder (hereinafter referred to as the "***Said Premises***").

**AND WHEREAS** by an Agreement for Sale dated .....the Owner/Vendor has agreed to sell and after inspecting the sanction building plan, its measurement, dimensions, documents of chain of title deeds and other documents the Purchaser has agreed to purchase **ALL THAT** a self contained flat being Flat No. \_\_\_\_\_, measuring \_\_\_\_\_ Square Feet super built-up area be the same a little more or less on the \_\_\_\_\_ side of the \_\_\_\_\_ Floor and a car parking space measuring \_\_\_\_\_ square feet, be the same or a little more or less, on the ground floor of the building at and being Municipal Premises No. 58A, Nepal Bhattacharjee 1<sup>st</sup> Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83 specifically described in the **SECOND SCHEDULE** hereunder written together with undivided impartible proportionate share of the land underneath the building comprised in the said premises and attributable to the aforesaid flat and car parking space and proportionate share in the common areas, portions, facilities and amenities in the said building (hereinafter collectively referred to as the "***said flat and car parking space and the properties appurtenances thereto***") the price for the said flat and car parking space has been settled at a total sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only, out of which the Purchaser has paid a sum of Rs. \_\_\_\_\_ /-

(Rupees ...../- to the Owner/Vendor upon the execution of this Agreement.

**AND WHEREAS** at the time of negotiation the Owner/Vendor do hereby assured, represented and covenant with the Purchaser as follows:-

- a. The Owner/Vendor is the owner and absolutely seized and possessed of and/or well and sufficiently entitled to the said flat and car parking space mentioned in the **SECOND SCHEDULE** hereunder.
- b. Save and except the Owner/Vendor, nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said flat and car parking space.
- c. The Owner/Vendor has not sold, transferred, conveyed and/or executed any Agreement for Sale in respect of the said flat and car parking space in favour of the any third party.
- d. There is no legal bar or impediment restraining the Owner/Vendor from selling, transferring and/or dealing with and disposing off the said flat and car parking space in any manner whatsoever.
- e. There is no case or suit pending before any competent court of law against the Owner/Vendor in respect of the said flat and car parking space.
- f. The said flat and car parking space is free from all encumbrances, charges, liens, lispens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- g. The Owner/Vendor has good, clear and marketable title in respect of the said flat and car parking space.

**AND WHEREAS** on or before execution of this Deed of Conveyance, the Purchaser has paid the entire consideration amount to the Owner/Vendor and the Owner/Vendor has delivered possession of the said flat and car parking space to the Purchaser and the Owner/Vendor is hereby executing the Deed of Conveyance in respect of the said flat and car parking space including undivided impartible

proportionate share of the land together with common areas, portions, easement rights, facilities and amenities annexed thereto in favour of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** as follows :-

I. That in pursuance of the said Agreement for Sale dated .....executed between the parties hereto and in consideration of the said sum of Rs. /- (Rupees.....) only paid by the Purchaser to the Owner/Vendor on or before the execution of these presents (the receipt whereof the Owner/Vendor doth hereby as well as by the receipt hereunder written admit, acknowledge and confirm and of and from the same and every part thereof, the Owner/Vendor doth hereby forever acquit, release, exonerate and discharge the said flat, car parking space and the properties appurtenant thereto unto the Purchaser) the Owner/Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** Flat No. , measuring .....Square Feet super built-up area, be the same or a little more or less on the side of the ..... Floor, and a covered car parking space measuring .....square feet, be the same or a little more or less, on the ground floor of the building specifically described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises specifically described in the **FIRST SCHEDULE** hereunder written and attributable to the aforesaid flat and car parking space and proportionate share in the common areas, portions, facilities and amenities in the said building morefully described in the **THIRD SCHEDULE** hereunder written in common with the co-owner and/or occupiers of the other flats/units in the said Building\_(hereinafter collectively referred to as the "**said flat and car parking pace and the properties appurtenances thereto**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat and car parking space more fully described in the **FOURTH SCHEDULE**



hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **FIFTH SCHEDULE** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SIXTH SCHEDULE** hereunder written **AND ALSO** subject to the Purchaser's regularly and punctually paying the proportionate costs of maintenance charges and other expenses as mentioned in the **SEVENTH SCHEDULE** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said flat and car parking space and the properties appurtenant thereto **AND** all the estate, right, title, interest, properties, claim and demand whatsoever both at law and in equity of the Owner/Vendor into and/or upon the said the said flat and car parking space and the properties appurtenant thereto and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises in connection with the beneficial use and enjoyment of the said flat and car parking space and the properties appurtenant thereto. **AND** all deeds, documents, writings and evidences of title exclusively relating to or concerning to the said flat and car parking space and the properties appurtenant thereto **TO HAVE AND TO HOLD** the said flat and car parking space and the properties appurtenant thereto hereby sold, conveyed, transferred and assigned unto and to the use of the Purchaser absolutely and forever free from all mortgages, charges, trust, liens lispensens, attachments and encumbrances whatsoever.

II. **THE OWNER/VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Owner/Vendor to the contrary, the Owner/Vendor is lawfully and

absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said flat, car parking space and the properties appurtenant thereto hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- b) That the Owner/Vendor has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said flat, car parking space and the properties appurtenant thereto unto and in favour of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and car parking space and the properties appurtenant thereto and to receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owner/Vendor or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat, car parking space and the properties appurtenant thereto from through or under or in trust for the Owner/Vendor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Owner/Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all mortgages, charges, liens, lispendens and encumbrances whatsoever made done executed or knowingly suffered by the Owner/Vendor.
- d) That the Owner/Vendor and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat and car parking space and the properties appurtenant thereto from through or under or in trust for the Owner/Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all

such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat and car parking space hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

- e) That the Owner/Vendor shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or their Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owner/Vendor and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncancelled.
- f) That the Owner/Vendor hereby further declare that they have no right, title and interest whatsoever in the said flat and car parking space .
- g) That the Owner/Vendor have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser here under may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser.
- h) That the Purchaser shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said flat and car parking space in any manner whatsoever.
- i) That the Owner/Vendor shall help and assist the Purchaser in mutuating his name in the records of the Kolkata Municipal Corporation and other authorities in respect of the said flat and car parking space .

- j) That the Owner/Vendor has paid the outstanding taxes and maintenance charges in respect of the flat till execution and registration of the Deed of Conveyance.
- k) That the Owner/Vendor shall duly fulfill and perform all its obligations and covenants herein expressly contained.

III. **THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNER/VENDOR** as follows :-

- a) That the Purchaser has inspected the building plan and the said flat and car parking space and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, the Purchaser is completing the purchase hereunder.
- b) That the Purchaser has received peaceful vacant possession of the said flat and car parking space in his complete satisfaction
- c) That the Purchaser shall perform and observe the covenants and obligations required to be observed and performed and shall also pay the costs, expenses, outgoing and obligations in respect of the said flat, car parking space and the properties appurtenant thereto as mentioned in this Deed.
- d) That the Purchaser shall all times hereafter make payment of all municipal rates , taxes, impositions and outgoings arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said flat and car parking space.
- e) That the Purchaser shall permit the Owner of other flats/ apartments and their surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said flat and car parking space for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, structures or other

conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.

- f) That the Purchaser shall keep the said flat and car parking space in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.
- g) That the Purchasers shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said flat and car parking space and as may be shown recorded in the meter installed at the space in the ground floor to record consumption of electricity at the said flat and car parking space.
- h) The Purchaser do hereby covenant, concur and consent with Owner/Vendor that they will not raise any objection in the event making any addition, alterations or modifications in the building or any portion thereof by Owner/Vendor.
- i) In case the Owner/ Vendor shall get the sanction from the Kolkata Municipal Corporation to make construction of Fifth Floor or floors, if any on the existing Fourth Floor of the building, the Purchaser shall not raise any objection for such additional construction and shall sign and execute all the documents, papers and plans in connection therewith and shall co-operate the Owner/ Vendor in making new construction and in such event the Owner/ Vendor shall be entitled to connect the water pipes lines, sewerage and drainage lines and electricity lines with the existing water, sewerage, drainage and electricity lines. The lift facility shall also be extended up to such Fifth Floor and other additional floors. The intending purchasers shall have the same rights and interest in the land of the said premises and common areas and facilities of the building as the Purchaser has been granted herein in the ratio of the areas purchased by them.

IV. The Purchaser or any other person deriving the title under him or occupies the said flat and car parking space shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
*(Description of the premises)*

**ALL THAT** piece and parcel of the Bastu land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon a ground plus four storied building is under construction lying and situate at and being Municipal Premises No.. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, District and Additional District Sub-Registration Office at Alipore District-South 24-Parganas, together with all rights of easement, common facilities and amenities annexed thereto, which butted and bounded by:-

**ON THE NORTH BY** : By common wall and premises No. 12/1A, Nepal Bhattacharjee Street and Jora Shiva Temple;

**ON THE SOUTH BY** : By 57A, Nepal Bhattacharjee First Lane ;

**ON THE EAST BY** : By Dharmadas Trust Model School:

**ON THE WEST BY** : By Nepal Bhattacharjee First Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
*(Description of the flat and car parking space agreed to be sold)*

**ALL THAT** a self contained flat, being Flat No. \_\_\_\_\_, measuring \_\_\_\_\_ Square Feet super built-up area, be the same or a little more or less consisting of \_\_\_\_\_ bed rooms, 1(one) living cum dinning room, 1(one) kitchen, 1(one) balcony and 2(two) toilets on the \_\_\_\_\_ side of the \_\_\_\_\_ Floor and a car parking space measuring \_\_\_\_\_ square feet, be the same or a little more or less, on the ground floor of the building named as **(“Muskan Enclave”)** **TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said premises **AND ALSO TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities comprised in the said Building at the said

premises mentioned in **FIRST SCHEDULE** hereinabove at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station-Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(The Common parts and portions)*

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters are installed, electrical sub-station and electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, electric/utility room, pump room.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
9. Lift, Lift well with all accessories.
10. Land underneath of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Easement)*

The Purchaser shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said flat and car parking space .
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat and car parking space or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and / or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, save in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(Covenants, rules and regulations)*

1. **TITLE AND CONSTRUCTION :**

**SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive Ownership, possession and enjoyment of the said flat and car parking space and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES AND IMPOSITIONS :**



- 2.1. The Purchaser shall after the transfer being completed in terms hereof, apply for and have the said flat and car parking space separately assess and mutate for the purpose of assessment of Municipal rates and taxes. Until such time as the said flat and car parking space shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.
- 2.2. Upon the mutation of the said flat and car parking space in the name of the Purchaser for the purpose of assessment of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the said flat and car parking space and proportionately in respect of the common portions, if any.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :**

- 3.1. Upon the Purchaser fulfilling his/her obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser shall co-operate with the Owners/Flat Owners in that respect.
- 3.2. The Purchaser shall not, in any manner, interfere or objection whatsoever in or with the functions of the Owners and/or the Flat Owners and/or of the Association relating to the common purpose.
- 3.3. Upon the formation of the Association, the flat Owners shall frame such rules, regulations and bye-laws as the Association may consider reasonable in consisting with the provisions of law but no inconsistent with the provision herein and the Purchaser shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchaser shall at his own costs, wholly in case it relates to the said flat and car parking space or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions

as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

*(User of the said flat and car parking space and the common portions)*

After the date of delivery, the Purchaser shall, at his own costs, keep the said flat and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said flat and car parking space and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the Owner/Vendor or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

**THE PURCHASER SHALL NOT DO THE FOLLOWING:**

- a) To obstruct the other flat Owner and/or the Association in their acts, relating to the common purposes.
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other flat/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) To alter any portion, elevation or colour scheme of the said building.
- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.

- g) To use the said flat and car parking space or any part thereof for any purpose other than for residential purpose and parking car for which it is meant.
- h) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat and car parking space or the common portions.
- i) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/units in the said building and/or the adjoining building or building.
- j) To use/allow the flat or any part thereof used for any club, meeting, conference, nursing home, hospital, boarding house, eating place, restaurant or any other similar public purpose.
- k) To put or affix any sign-board name-plate or other things similar articles in the common portions or outside walls of the building and/or outside wall of the flat save and except at the place or places provided therefore or approved in writing by the association provided that nothing contained in this clause shall prevent the Purchaser from displaying a decent nameplate in the outside of the main door of the flat.
- l) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat and car parking space.
- m) To keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- n) To make in his said flat and car parking space any structural additions or alteration except with the prior approval and/or permission in writing of the Owner/ Vendor and/or Association of the flat owners , upon its formation and with the sanction of the Kolkata Municipal Corporation without causing any damage in the said building or other flat of the said building.

The Purchaser shall regularly and punctually pay to the proportionate share of the common expenses to the Owner/Vendor as more fully described herein below:-

1. **MAINTENANCE**:-

All the cost of maintaining, operating, replacing, repairing white washing, Painting, decorating, redecorating, rebuilding, reconstructing, lighting and removing the common portions including the exterior or interior (but not inside any Flat) walls of new Building.

2. **STAFF**:-

The salaries of and all other expenses of the staff to be employed for the common purpose including durwans, security personnel, sweepers, plumbers, electricians, etc.

3. **ASSOCIATIONS**:-

Proportionate costs of establishment and all other expenses of the association including its formation, office and miscellaneous expenses.

4. **COMMON UTILITIES**:-

Proportionate costs of all charges and deposits for supplies of common utilities to the co-owners in common.

5. **ELECTRICITY**:-

Proportionate costs of electricity charges of the electrical energy consumed for the operation of the common portions.

6. **RATES AND TAXES**:-

Proportionate costs of municipal tax and other levies in respect of the said property and the new building SAVE those separately assessed on the Purchaser in respect of the said flat and car parking space .

7. **OTHER EXPENSES**

All other expenses, taxes, rates and other outgoings as be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating as fund for

**:: 21 ::**

replacement, renovation, painting and/or expenses relating to the common portions.

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED** by the  
**PARTIES** at Kolkata in the Presence of :-  
**WITNESSES** :-

1.

\_\_\_\_\_  
*Signature of the **OWNER/ VENDOR***

2.

\_\_\_\_\_  
*Signature of the **PURCHASER***

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of **Rs.**                      **/- (Rupees**                      **)** only  
as full and final consideration from the above named Purchaser in respect of  
the said flat and car parking space mentioned in **SECOND SCHEDULE**  
hereinabove, as per Memo below :-

<b>Particulars of the Consideration</b>	<b>Amount (Rs.)</b>

<b>By T.D.S.</b>	
To cheque No. ....in favour of Irfan Khan	
<b>TOTAL AMOUNT</b>	

*(Rupees ) only*

**WITNESSES:-**

1.

\_\_\_\_\_  
*Signature of the **OWNER/ VENDOR***

2.