

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made on this day of February,
Two Thousand Twenty(2020)

BETWEEN

SUN CONSTRUCTION, a Proprietorship firm having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN AOPPR3859H) (Aadhaar No. 794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by religion Hindu, by Nationality Indian, by

occupation Business, hereinafter called and referred to as the **OWNER/VENDOR/PROMOTER/DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

_____ hereinafter collectively referred to as the "**PURCHASER/ALLOTTEE**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS:

- A) Although the West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as the WBHIDCO LTD.) has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the Collector, North 24-Parganas and Collector, South 24-Parganas, on the requisition of Government in the Housing Department by and under a good number of Land Acquisition Cases had acquired large chunk of land and the same has been duly vested in the Government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.

- B) The SAID Collectors thereafter duly transferred right title and interest in the said lands and also made over vacant possession over the said land WBHIDCO Ltd., free from all encumbrances upon payment of price for compensation money for such lands.
- C) Upon such transfer of lands and possession thereof being handed over to the WBHIDCO Ltd., the WBHIDCO Ltd. is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written.
- D) The WBHIDCO Ltd. in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.
- E) After having developed the said lands and building Infrastructure thereon the WBHIDCO Ltd. has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.
- F) The One Ronojit Kumar Mitra herein applied to WBHIDCO Ltd., the WBHIDCO Ltd. for purchase of a piece and parcel of land being acquired portion thereof to erect a building thereon for residential purposes after complying with all formalities for allotment of such land by the West Bengal Housing Infrastructure Development Corporation Ltd.
- G) By an Indenture of Conveyance dated 17th day of December, 2012, made between WEST BENGAL HOUSING INFRASTRUCTURE CORPORATION LTD, therein called the Owner/Vendor who is also Promoter/Developer herein of the One Part and SRI RONOJIT KUMAR

MITRA, therein called the Purchaser of the Other Part and registered at Additional Registration of Assurances-II, Kolkata recorded in Book No. I, CD Volume No. 11 pages from 4176 to 4189, Being No. 03604, for the year 2013, the said WEST BENGAL HOUSING INFRASTRUCTURE CORPORATION LTD, for the consideration therein mentioned granted sold transferred and conveyed unto the said SRI RONOJIT KUMAR MITRA, [**ALL THAT** piece and parcel of land measuring about 300.15 Sq. Metres equivalent to 4.48 Cottah be the same or little more or less being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P. fully described in the Schedule thereunder as well as hereunder written absolutely and forever.

- H) In pursuance of letter No. M-2226/HIDCO/ADMN-895/2006/AC-89/Mktg dated 1st April, 2013, WBHIDCO LTD. delivered possession of the said land to Sri Ronojit Kumar Mitra on 8th May, 2013, being No. MP-I/HIDCO/EM/22/3841.
- I) After purchase as aforesaid, the said Ronojit Kumar Mitra, mutated his name in the records of New Town Kolkata Development Authority, land and the said Authority assessed the same being Assessee No. 01-03-280000032-01-000000 vide Volume No.11, Page No. 15, Serial No. 1156, and the recording of date 13th day of December, 2013.
- J) By virtue of the above stated facts, the said Ronojit Kumar Mitra herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land now within the

jurisdiction of New Town Kolkata Development Authority fully described in the Schedule hereunder written.

K) By way of Deed of Conveyance execution dated 20TH December, 2019, and registered dated 20TH December, 2019, registered in the office of Additional District Sub Registrar Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages 1 to 23, being Deed No. 152315481/2019, made between (1) **RONOJIT KUMAR MITRA** therein called the Owner/Vendor of the One Part and **SUN CONSTRUCTION**, a Proprietorship firm having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Proprietor **SRI DEBASHIS ROY** (PAN AOPPR3859H) (Aadhaar No. 794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by religion Hindu, by Nationality Indian, by occupation Business, therein called the Purchaser of the Other Part and registered at Additional District Sub-Registration Office Rajarhat, New Town, the said Ronojit Kumar Mitra for the consideration therein mentioned granted sold transferred and conveyed unto the said **SUN CONSTRUCTION**, represented by its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H), the Owner/Vendor who is also Promoter/Developer herein **ALL THAT** piece and parcel of land measuring about 300.15 Sq. Meters equivalent to 4.48 Cottah be the same or little more or less being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under

Mahishbatan-II G.P. fully described in the **First Schedule**, hereunder written absolutely and forever.

L) The said **SUN CONSTRUCTION**, represented by its Proprietor **SRI DEBASHIS ROY** (PAN No. AOPPR3859H), the Owner/Vendor who is also Promoter/Developer herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the **ALL THAT** piece and parcel of land measuring about 300.15 Sq. Meters equivalent to 4.48 Cottah be the same or little more or less being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P. hereinafter referred to as the **SAID PROPERTY** fully described in the **First Schedule**, hereunder written absolutely and forever.

M) Since then the Owner/Vendor who is also Promoter/Developer herein has become the absolute owner of the said property and is now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owner/Vendor who is also Promoter/Developer herein shall think fit and proper submitted the same before the concerned Authority for necessary approval apply for mutated his name in the records of NKDA _____ And thereafter mutated

their names in record of NKDA being Assessee no.-
_____.

- N) With a view to develop the **SAID PROPERTY** by raising construction of a multi-storied building, the Owner/Vendor who is also Promoter/Developer herein applied for sanction of Building Plan before the concerned Authority for construction of G Plus IV storied Residential Building and NKDA has sanctioned Building Plan and Building Plan No. _____, _____, Kolkata, has been issued by NKDA, Kolkata and the Owner/Vendor as Promoter and/or Developer has constructed G + IV storied Building over, on and in respect of **SAID PROPERTY**, morefully described in the First Schedule, written hereunder namely **“DEBARSHI”**
- O) The Owner/Vendor who is also Promoter/Developer must obtain completion or occupancy certificate from the New Town Kolkata Development Authority of the building made against the Sanctioned Plan being Pin No. _____ and as and when the same is collected from the New Town Kolkata Development Authority then handed over a copy of the Occupancy Certificate to the Purchaser herein.
- P) The sanctioned building plan comprised of self contained independent flat/commercial space/shops/garage/car parking spaces in the said building.
- Q) The Owner/Vendor who is also Promoter/Developer herein decided to sell the said residential flat, shops/commercial space/garage/car parking spaces in the said G+IV storied building, namely **DEBARSHI**

on the **SAID PROPERTY** to the intending Purchaser/Purchaser on ownership basis.

- R) The Purchaser/Allottee has taken inspection of the abstracts of title as also the said sanctioned plan and specifications relating to the **SAID PROPERTY** and the said building thereon as mentioned in the **FIRST SCHEDULE**, written hereunder and made themselves fully conversant with the contents hereof and has fully satisfied himself with the construction quality, the Title of the Owner/Vendor who is also Promoter/Developer herein and the Owner/Vendor who is also Promoter/Developer's right to receive the entire consideration money which has been paid by the Purchaser to the herein Together With proportionate undivided impartible and variable share interest and ownership in the land.
- S) The Owner/Vendor who is also Promoter/Developer herein has got registered the Project, namely "**DEBARSHI**" under the provisions of HIRA Act, vide Registration Number _____
- T) By an WBHIRA (West Bengal Housing Industry Regulation Act) Agreement for Sale dated _____, whereby the Owner/Vendor who is also Promoter/Developer herein agreed to sell and the Purchaser/Allottee agreed to purchase of ALL That One self-contained Residential _____ BHK Flat being No. _____, measuring a carpet area of _____ Sq.ft. more or less, with balcony area admeasuring _____ Sq.ft. (Chargeable area _____ Sq.ft. more or less) being built up area admeasuring _____ Sq.ft. and (**Super Built up area** _____ **Sq.ft. more or less**) on the _____ Floor together with One car parking space

admeasuring an area of 135 Sq.ft. feet on the Ground Floor of the said building namely “**DEBARSHI**” situate lying at and being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P. within together with undivided proportionate share interest and ownership of the land of Said Property, described in the **First Schedule**, written hereunder and also together with all common areas, facilities and amenities of the said G+ IV storied building namely “**DEBARSHI**” constructed on the Said Property together with common right and easement over and in respect of the common areas of the building including staircase together with underground and overhead water reservoir, pump room, sewerage, drains, water pipes, water lines, passages, paths and other areas of common use and enjoyment of the said building namely “**DEBARSHI**” fully described in the **Second Schedule** hereunder written (hereinafter for the sake of brevity referred to as “**the Said Flat and Car Parking Space**”) free from all encumbrances and liabilities.

- U) The Purchaser will acquire the said Flat and parking Space together with undivided and impartible proportionate share interest and ownership of the land in the said property on which the **Said Flat and Car parking Space** is constructed and also of common areas and spaces and easement and other right in respect thereof at the total agreed price of Rs._____ (Rupees _____Only) on the terms and conditions as agreed and settled by and between the Owner/Vendor who is also Promoter/Developer and the Purchaser herein.

V) The Purchaser/Allottee has made full payment of all moneys payable hereunder and upon such payment, the Purchaser had duly taken actual physical possession of the said Flat and parking Space and now called upon the Owner/Vendor who is also Promoter/Developer to execute and register proper Deed of Conveyance in favour of the Purchaser in respect of the undivided and impartible proportionate share interest and ownership of the land in the said property and also all common areas and spaces therein all easement and other rights in respect thereof as well as the said Flat and parking Space in the manner hereinafter appearing at or for the said total sum of Rs. _____ free from all encumbrances to which the Owner/Vendor who is also Promoter/Developer herein agreed which is vividly described in the Memo of Consideration as a part of this Indenture.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and in consideration of the payment of the said sum of **Rs.** _____ of lawful money of Union of India well and truly paid by the Purchaser/Allottee to the Owner/Vendor who is also Promoter/Developer herein at or before the execution of these presents (the receipt whereof the Owner/Vendor who is also Promoter/Developer herein doth hereby admits and acknowledges and of and from the same and every part thereof and the Owner/Vendor who is also Promoter/Developer herein doth hereby acquit release and for ever discharge the Purchaser and the undivided and impartible proportionate share interest and ownership in the land in the said property on which the said building is erected and constructed and also of all common areas and spaces and all easement and other rights in respect thereof as well as the said flat and car parking spaces hereby granted conveyed and sold) the

Owner/Vendor who is also Promoter/Developer herein doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure **SAID FLAT & CAR PARKING SPACE** being **ALL That** One self-contained Residential _____ BHK Flat being No. _____, measuring a carpet area of _____ Sq.ft. more or less, with balcony area admeasuring _____ Sq.ft. (Chargeable area _____ Sq.ft. more or less) being built up area admeasuring _____ Sq.ft. and **(Super Built up area _____ Sq.ft. more or less)** on the _____ Floor together with One car parking space admeasuring an area of 135 Sq.ft. feet on the Ground Floor of the said building namely “**DEBARSHI**” situate lying at and being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P.within together with undivided proportionate share interest and ownership of the land of Said Property, described in the **First Schedule**, written hereunder and also together with all common areas, facilities and amenities of the said G+ IV storied building namely “**DEBARSHI**” constructed on the Said Property together with common right and easement over and in respect of the common areas of the building including staircase together with underground and overhead water reservoir, pump room, sewerage, drains, water pipes, water lines, passages, paths and other areas of common use and enjoyment of the said building namely “**DEBARSHI**” fully described in the **Second Schedule** hereunder written now available and to become available in future to the Purchaser in respect of the said land and the said flat (all the above, hereinafter collectively referred to as `the said Flat and parking Space') TOGETHER WITH the rights to have the said Flat and parking Space completely built and constructed by the Owner/Vendor who

is also Promoter/Developer herein at the costs of the Purchaser AND TOGETHER WITH all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the Said Flat and Car Parking Space or any part or parts thereof belonging or in anywise appertaining or which with the same or any part or parts thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Owner/Vendor who is also Promoter/Developer into and upon the said Flat and parking Space or any part or parts thereof TOGETHER WITH true and correct copies of all deeds pottahs muniments writings and evidences of title relating to the said Flat and parking Space or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Owner/Vendor who is also Promoter/Developer or which the Owner/Vendor who is also Promoter/Developer can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Flat and parking Space AND ALL AND SINGULAR other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights members and appurtenances unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances.

AND the Owner/Vendor who is also Promoter/Developer doth hereby covenant with the Purchaser/Allottee (1) THAT notwithstanding any act deed matter or thing by the Owner/Vendor who is also Promoter/Developer done or executed or suffered to the contrary, the Owner/Vendor who is also Promoter/Developer is absolutely seized and possessed of or otherwise well

and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said Flat and parking Space and every part thereof AND (2) THAT notwithstanding as aforesaid the Owner/Vendor who is also Promoter/Developer now hath in himself good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL AND SINGULAR the said Flat and parking Space hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these premises AND (3) THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Flat and parking Space hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Owner/Vendor who is also Promoter/Developer and all person claiming from under or in trust for the Owner/Vendor who is also Promoter/Developer AND (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Owner/Vendor who is also Promoter/Developer well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other charges mortgages claims demands liens lispens attachments and encumbrances whatsoever created by the Owner/Vendor who is also Promoter/Developer AND (5) THAT the Owner/Vendor who is also Promoter/Developer and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity in to upon the said Flat and parking Space hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Owner/Vendor who is also Promoter/Developer or any other person or persons as aforesaid shall

and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling transferring or assuring the said Flat and parking Space and every part or parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

A N D the parties hereto agree and declare as follows:-

- 1) With effect from the date of these presents the Purchaser/Allottee shall pay proportionate share of all NKDA rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the said Flat and parking Space in the said building in the said property as and when due and payable.
- 2) The Purchaser/Allottee shall be entitled to effect mutation of her name as the Owner of the said Flat and parking Space in the records of the New Town Kolkata Development Authority and other authorities at her own costs and the Owner/Vendor who is also Promoter/Developer agrees to give his unqualified consent for the same.
- 3) Save and except the said Flat and parking Space and the rights of the Purchaser hereby conferred, the Purchaser/Allottee shall have no claim or right of any kind or nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property other than the rights hereby conferred and the said other flats and portions of the said building shall always remain the property of the Owner/Vendor who is also Promoter/Developer as hereinafter mentioned and subject to the rights of the Owner/Vendor who is also Promoter/Developer.

4) After the possession of the said Flat and parking Space has been delivered to and taken by the Purchaser/Allottee from the Owner/Vendor who is also Promoter/Developer in terms of the said Agreement the Purchaser shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Owner/Vendor who is also Promoter/Developer in respect on any ground whatsoever.

5) The Purchaser jointly with the Owners of other flat having formed an Association and the responsibility of the Owner/Vendor who is also Promoter/Developer for upkeep and maintenance of the said building the flat therein and for payment of outgoings and expenses in connection therewith in terms of the Agreement between the Owner/Vendor who is also Promoter/Developer and the Purchaser shall stand terminated and the Purchaser through the said Association shall carry on the works of upkeep and maintenance and other works of and in the said building upon payment of the costs and charges to the said Association.

6) In the event of water pump, tube-well and other installations being required to be replaced, the Purchaser will pay her proportionate share towards costs of such replacements and installations charges as and when demanded by the said Association according to the necessity from time to time.

7) In the event of any amount becoming payable in respect of the said property and/or the said building constructed therein by way of premium taxes levies or on any account whatsoever to the Central or State Government or New Town Kolkata Development Authority or any Competent Authority or for any betterment fees, charges, development taxes and any

other taxes or payments of similar nature, the Purchaser shall pay her proportionate share towards the same to the said Association as and when demanded.

8) The Purchaser/Allottee shall keep and maintain at her own costs the inside of the said Flat and parking Space and every part thereof hereby purchased by her in good condition state and order and shall abide by all rules, laws and regulations of the Central or State Government, New Town Kolkata Development Authority and all other appropriate authorities and local bodies and shall attend to, answer and be responsible for all deviations and violations of regulations in respect thereof.

9) The Purchaser/Allottee shall not do make or execute or permit to be done made or executed any act deed matter or thing which may render void or voidable any insurance of any flat or any part of the said building or which may cause payment of premium at an increased rate in respect of any insurance of any flat and/or the said building.

10) The Purchaser/Allottee shall at her costs keep the said Flat and parking Space together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building. The Purchaser shall be permitted to make any internal addition or alteration and renovation work be it minor or major in the said Flat and parking Space at her own cost from the date of delivery of possession.

11) The Purchaser shall not at any time demolish or cause to be demolished or damaged the said Flat and parking Space or any part thereof nor will make or cause to be made any additions or alterations of whatsoever nature to and in the said Flat and parking Space or any part thereof which may cause any damage or injury or is likely to affect the security, beautification, elevation, support, stability and protection of the said building including the said flat and car parking spaces. For the purpose of security beautification elevation support, stability and protection of the said building, the said Association shall be entitled to carry out necessary additions and alterations and the Purchaser hereby gives her unqualified consent for the same.

12) After the possession of the said flat and parking Space is delivered to the Purchaser/Allottee if any additions or alterations or deviations in or about or relating to the said building including the said flat is required to be carried out at the instance of the Central or State Government, New Town Kolkata Development Authority or any other statutory authority or body, all such additions alterations or deviations shall on notice to the said Association be carried out by the Purchaser subject to the terms and conditions herein contained and in co-operation with the Purchaser of other flats or portions in the said building and Owner/Vendor who is also Promoter/Developer shall not be in any manner liable or responsible for the same. The Owner/Vendor who is also Promoter/Developer has on this day of execution of this instant agreement and subsequent handing over possession of the said flat represents to have constructed the said flat in accordance with the building sanction plan.

13) So long the flat and parking space in the said premises are not separately assessed by the NKDA Authority the Purchaser shall pay his

proportionate share of such rates (Both Owners and Occupiers) and also other taxes and impositions on the said premises in such proportion as shall be proportionate to the area of the property agreed to be sold from the date of execution of this instant conveyance. However the Purchaser shall be duty bound to pay the service tax and deduct Income tax as the same may be levied by and/or applicable by any Concerned Competent Authority on or before the delivery of possession of the said flat and further pay the above proportion of tax till her flat is separately assessed.

14) That the Purchaser/Allottee herein state, declare, assure and also asserts the Owner/Vendor who is also Promoter/Developers herein that the Purchaser has not made over the Service Tax, GST (if applicable) and/or any other Tax charges to the Owner/Vendor who is also Promoter/Developer herein and the Purchaser shall remain duty bound to pay the Service Tax, GST (if applicable), and/or any other Tax charges subject to the liability imposed upon the Purchaser by the concerned State or Central Government authority.

15) The Purchaser shall not decorate or change the exterior of the said flat otherwise than in the manner as may be agreed.

16) The Purchaser shall not throw or accumulate dirt rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or in the common portions of the said building.

17) The Purchaser shall at their own costs maintain and repair the inside of the said flat and shall keep in all respects the said flat in proper order and condition and shall not do or cause to be done anything in the said flat which may or are likely to damage injure or substantially affect the said building and the stability, protection, security and preservation thereof.

18) In addition to the rights and privileges to which the Purchaser are and shall be entitled according to the law for the time being in force in respect of the said land and the said flat in the said property the Purchaser shall be entitled to, inter alia, the common areas and facilities and common use of the roof set out in the Third Schedule hereunder written and Common Expenses set out in the Fourth Schedule hereunder written subject to the conditions therein stated.

19) The Owner/Vendor who is also Promoter/Developer shall be entitled to all vertical and horizontal exploitation of the land in the said property, the roof and other portions including open space whether by way of additional constructions in the said building or otherwise in such manner as the Owner/Vendor who is also Promoter/Developer shall think fit and proper and the Purchaser agrees not to cause any interference or obstructions or hindrance in future for and in respect of such additional constructions. In that case the upper portion or top portion shall be granted common user of roof.

20) The Purchaser/Allottee shall have the right of common user of the roof with other owners or Purchaser of flat and parking Space in the said building in the said property without any right of making further or additional construction, temporary or permanent, on the roof and shall keep and maintain at her own costs the roof in proper order and condition.

21) The Purchaser shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat and parking space in the said building together with undivided and impartible proportionate share interest and ownership of the land in the said property, subject to the terms and conditions herein contained.

22) Any notice required to be given by the Owner/Vendor who is also Promoter/Developer shall without prejudice to any other mode of service

available, be deemed to have been served on the Purchaser if delivered by hand or sent by prepaid registered post to the Purchaser and shall likewise be deemed to have been served on the Owner/Vendor who is also Promoter/Developer by the Purchaser if delivered by hand or sent by prepaid registered post to the Owner/Vendor who is also Promoter/Developer.

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THE FIRST SCHEDULE ABOVE REFERRED TO
SAID PROPERTY-

ALL THAT piece and parcel of land measuring about 300.15 Sq. Metres be the same or little more or less, equivalent to 4.489 Cottah, Together with G + IV Storied Building, standing thereon namely “**DEBARSHI**” being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P butted and bounded as follows :

ON THE NORTH : Premises No.30-032.

ON THE SOUTH : Premises No.26-032.

ON THE WEST : HIDCO Land.

ON THE EAST : Street No. 32 (12m. wide).

THE SECOND SCHEDULE ABOVE REFERRED TO :

SAID FLAT & CAR PARKING SPACE

ALL That One self-contained Residential _____ BHK Flat being No. _____, measuring a carpet area of _____ Sq.ft. more or less, with balcony area admeasuring _____ Sq.ft. (Chargeable area _____ Sq.ft. more or less) being built up area admeasuring _____ Sq.ft. and **(Super Built up area _____ Sq.ft. more or less)** on the _____ Floor together with One car parking space admeasuring an area of 135 Sq.ft. feet on the Ground Floor of the said building namely “**DEBARSHI**” situate lying at and being premises No. 28-032 in Street No. 32(12m. wide) (Erstwhile Plot No.89 in Block No. AC) Category - HIGI-II situated in the New Town, Police Station- New Town, District - North 24-Parganas presently in the Panchayat area in Mouza – Mohisgot, J.L. No. 20, under Mahishbatan-II G.P together with undivided proportionate share interest and ownership of the land of Said Property, described in the **First Schedule**, written hereunder and also together with all common areas, facilities and amenities of the said G+ IV storied building namely “**DEBARSHI**” constructed on the Said Property together with common right and easement over and in respect of the common areas of the building including staircase together with underground and overhead water reservoir, pump room, sewerage, drains, water pipes, water lines, passages, paths and other areas of common use and enjoyment of the said building namely “**DEBARSHI**” and the said flat and car parking space is delineated in the map or plan annexed hereto and thereon bordered RED.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(COMMON AREAS AND FACILITIES)

1. Staircases and landings on all the floors.
2. Roof.
3. Common passage on the ground floor.
4. Water pump, water tanks, the water pipes and other common passage, plumbing installations.
5. Electric wiring and meter.
6. Drainage and sewers.
7. Boundary walls and main gates.
8. Such other common parts, equipments, installations, fixtures and fittings.
9. Lift and its accessories.

THE FOURTH SCHEDULE ABOVE REFERRED TO :**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, washing, painting, re-building, reconstruction, decoration, re-decorating and lighting the common parts and the walls on the building.
2. The salaries of the entire person employed for the said purpose.

3. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commotion, damage etc.
4. NKDA taxes, G+IV storied building tax and other outgoings save those separately assessed on the respective flats/units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land with building.
8. The office expenses incurred for maintaining the office for common expenses.

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

SIGNED AND DELIVERED by

the **OWNER/VENDOR/PROMOTER/DEVELOPER** at Kolkata

in the presence of :

1.

—

SIGNATURE OF THE OWNER/VENDOR/PROMOTER/DEVELOPER

2.

SIGNED AND DELIVERED by

the **PURCHASER** at Kolkata

in the presence of :

1.

2.

SIGNATURE OF THE PURCHASER

DRAFT PREPARED BY ME: -

MD. MANIR UZ JAMAN

Licence No. DW- I - 33.

Present Residence :

SHUKHOBRIHTI Complex

SPARSH Block, Action Area-III

New Town, Kolkata - 700156

Mobile: 9830538095

E-mail : manicircle2@gmail.com

RECEIVED of and from within named Purchaser the within mentioned sum of **Rs.** _____ **/-** **(Rupees** _____ **Only)** in full payment of the consideration money as per memo below :

MEMO OF CONSIDERATION

Date	Cheque/Cash	Bank and Branch	Amount(Rs.)

(Rupees _____ Only)

WITNESSES :

1.

SIGNATURE OF THE OWNER/VENDOR/PROMOTER/DEVELOPER

2.