

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** made this the day of in the year Two
Thousand Nineteen (2019).

AMONGST

(1). **SRI. CHANDIDAS MUKHERJEE**, (PAN no. **AEWPM2021D**) & (MOBILE NO. **9830162673**) and (2). **SRI. BIMAL MUKHERJEE**, (PAN no. **AEWPM2023B**) & (MOBILE NO. **9830162673**), both are the son of late Hazari Lal Mukherjee, both are by faith - Hindu, by occupation - Retired Person, by Nationality - Indian, residing at Village - Bhatenda, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal, hereinafter called the "**Owners**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **their** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

The said land owners are represented by their constituted attorney namely (1) **SRI. ALOK BANERJEE**, son of Late Tinkori Banerjee and (2) **SRI. ARINDAM BANERJEE**, son of Sri. Alok Banerjee, empowered by a **General Power of Attorney** has been duly registered on 24.09.2013 in the office of A.D.S.R. Rajarhat, recorded in Book No. I, Vol. No.16, Pages from 12473 to 12485, being **Deed No.11340 for the year 2013**.

AND

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, (PAN No. **AAOCS9984L**), a Private Limited Company, having its office at 25A, Park Street, Karnani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented through its Directors namely (1). **SRI. ALOK BANERJEE**, (PAN no. **AEDPB9475K**) & (MOBILE NO. **7980849797**), son of Late Tinkori Banerjee, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at premise no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Hatiara, P.S. Baguati, District - 24Parganas (North) and (2). **SRI. ARINDAM BANERJEE**, (PAN no. **AEFPB8754F**) & (MOBILE NO. **8910688473**), son of Sri. Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. 23, Chinar Park, "Star Enclave", Block - A, 3rd Floor, P.O. Hatiara, P.S. Baguati, Kolkata - 700 157, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **SECOND PART**.

A N D

SRI._____, (PAN no. _____), (Aadhaar no. _____) & (Mobile No. _____), Son of _____, by Nationality - Indian, by faith - _____, by occupation - _____ and _____, (PAN no. _____), (Aadhaar no. _____) & (Mobile No _____), Son of _____ by Nationality - Indian, by faith - _____, by occupation- _____, residing at premises no. _____, hereinafter called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS (1) **Sri Chandidas Mukherjee**, son of late Hazarilal Mukherjee, (2) **Amal Kumar Mukhopadhyay**, son of late Hazari Lal Mukherjee and (3) **Sri Parimal Mukherjee**, son of late Hazari Lal Mukherjee purchased all that piece and parcel of land

measuring about **36 decimals** in C.S. Dag No. 377 corresponding to **R.S. Dag No. 589** appertaining to **L.R. (Kri) Khatian No. 208, 1474 and 1473** in **Mouza - Bhatenda, P.S. Rajarhat**, J.L.No.28, Re. Sa No.50, Touzi No. 2998 by virtue of a **three** separate registered **Deeds of Sale** (made in Bengali language and character) **dated 28.06.1983** recorded in Book No. I, Volume No. 193, Pages 203 to 208, **being No. 6736 for the year 1983**, and on **30.06.1983** they further purchased land measuring 12 decimal which was recorded in Book No. 1, Volume No.176, Pages 235 to 240, **being No. 6846 for the year 1983** and Deed of Sale (made in Bengali language and character) and dated **02.07.1983** recorded in Book No.1, volume No.179, pages 147 to 152, **being No. 6894 for the year 1983** all registered at Additional District Sub Registrar Cossipore, Dum Dum.

AND WHEREAS thereafter aforesaid **Parimal Mukherjee**, son of late Hazari Lal Mukherjee transferred and alienated **his** undivided **12 decimals** of land out of aforesaid 36 decimals of land more fully and particularly described in the preceding paragraph in favour of **his wife Smt. Ranu Mukherjee** alias **Nanda Mukherjee** by executing a **Deed of Gift** in consideration of natural love and affection by executing a registered **Deed of Gift being No. 3489 for the year 2002** registered on **29.04.2002** recorded in Book No. 1, Volume No.192, Pages 156 to 172, registered at Cossipore Dum Dum.

AND WHEREAS in view of the fact stated in two preceding paragraphs **Sri Chandi Das Mukherjee**, son of late Hazari Lal Mukherjee, **Amal Kumar Mukhopadhyay**, son of late Hazari Lal Mukherjee and **Smt. Ranu Mukherjee** alias **Nanada Mukherjee**, wife of Parimal Mukherjee became the joint owners of aforesaid **36 decimals** of land classified as **Bastu** land comprised in C.S. Dag No. 377 corresponding to **R.S. Dag No. 589** appertaining to **L. R. (Kri) Khatian No. 208, 1474 and 1473** in **Mouza - Bhatenda, P.S. - Rajarhat**, J.L.No.28, Re.Sa No.50, Touzi No. 2998.

AND WHEREAS in order to avoid inconvenience in the joint possession of the aforesaid land said **Sri Chandi Das Mukherjee, Sri Amal Kumar Mukhopadhyay** and **Smt. Ranu Mukherjee** alias **Nanda Mukherjee** partitioned the aforesaid property by metes and bounds by entering into a registered **Deed of Partition being No. 6712 dated 16.03.2005** recorded in Book No. I, Volume No.1, pages 1 to 17 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum as well as (duplicate) **Deed of Partition being No. 6713 dated 16.03.2005** recorded in Book No. I, Volume No.1, pages 1 to 14 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum as well as (triplicate) **Deed of Partition being No. 6714 dated 16.03.2005** recorded in Book No. I, Volume No.1, pages 1 to 14 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum and by virtue of aforesaid **Deeds of Partition** present **vendor** became the absolute owner of the property described in the **schedule 'A'** of this agreement.

AND WHEREAS thereafter the said **Sri Chandi Das Mukherjee** muted **his** name in **L.R. Khatian No. 208** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and hav

AND WHEREAS Now **Sri Chandi Das Mukherjee**, the owner no.1 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **All that** piece and parcel of **Bastu** land measuring about **3 Katha 3 Chitak** more or less out of **12 decimals** equivalent to **7 Katha 4 Chitak** and **200 Sq. ft. tile shed structure** comprised in C.S. Dag No. 377 corresponding to **L.R. / R.S. Dag No. 589** appertaining to **L.R. / R.S. Khatian No. 208** in **Mouza - Bhatenda, P.S. Rajarhat**, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District

North 24-Parganas, West Bengal, more fully described in the **Schedule 'A'** written hereunder.

AND WHEREAS Sri Bimal Mukherjee, son of late Hazari Lal Mukherjee purchased all that piece and parcel of land measuring about **18 decimals** in C.S. Dag No. 378 corresponding to **R.S. Dag No. 588** appertaining to **C.S. Kri Khatian No. 333**, in **Mouza - Bhatenda, P.S. Rajarhat**, J.L.No.28, Re. Sa No.50, Touzi No. 2998 by virtue of a registered **Deed of Sale** (made in Bengali language and character) **dated 05.06.1964** recorded in Book No. I, Volume No. 62, Pages 216 to 217, **being No. 4433 for the year 1964**.

AND WHEREAS thereafter the said **Sri Bimal Mukherje** muted his name in **L.R. Khatian No. 474/1** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way.

AND WHEREAS Now **Sri Bimal Mukherjee**, the owner no.2 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **All that** piece and parcel of land measuring about more or less **7 Katha 10 Chitak** more or less out of **18 decimals** equivalent to **11 Katha and 400 Sq. ft. tile shed structure** comprised in C.S. Dag No. 378 corresponding to **L.R. / R.S. Dag No. 588** appertaining to **L.R. / R.S. Khatian No. 474/1**, in **Mouza - Bhatenda, P.S. Rajarhat**, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of **Rajarhat - Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, more fully described in the **Schedule 'B'** written hereunder.

AND WHEREAS thereafter the present Owners amalgamated their property by way of Deed of Amalgamation **Being No. 152301466 for the year 2019** duly registered on 06.02.2019 registered in the Office of the A.D.S.R. Rajarhat and recorded in Book No. 1, CD Volume No. 1523-2019, Pages - 61340 to 61356, morefully described in the **Schedule 'C'** written hereunder.

AND WHEREAS after amalgamation both the Owners became the owner of **ALL THAT** a piece or parcel of Bastu land measuring an area of **3 Katha 3 Chitak more or less** more or less (land of **Sri Chandi Das Mukherjee**) and **7 Katha 10 Chitak** more or less out of (land of **Sri Bimal Mukherjee**) totaling **10 Katha 13 Chitak Bastu** land more or less comprised in **R.S. / L.R. Dag Nos. 588 & 589** appertaining to **R.S. / L.R. Khatian No. 208 & 474/1** in **Mouza - Bhatenda, P.S. Rajarhat**, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'C'** written hereunder.

AND WHEREAS said **Owners** herein seized and possessed and enjoyed the said property more fully described in the **Schedule 'C'** hereunder written and is otherwise well and sufficiently entitled to the said property and uninterruptedly enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending person or persons as the present **Owners** shall think fit and proper.

AND WHEREAS during the possession of the said **Owners** herein intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule 'C'** hereunder written by raising construction a new **Multistoried Building** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Multistoried Building** and gained knowledge thereto.

AND WHEREAS upon discussion with such building Contractors, Developers regarding construction of the said present **Owners** realized that it was not within **their** means and

financial capacity to afford the cost and express required for construction of a new **Multistoried Building** and **they** approached to the above named **Developer** to help **him** in the matter of implementation of their idea of erecting the proposed new **Multistoried Building** by securing Intending Purchaser or residential and as will as commercial unit to be constructed according to the building plan to be sanctioned by the competent authority.

AND WHEREAS on hearing such intention of the **Owners**, the **Developer** herein approached that **they** are agreed to undertake the aforesaid job, where the **Owners** accepted the same under some terms and conditions mentioned thereon.

AND WHEREAS by the **Development Agreement Being No. 2090 for the year 2019** duly registered on **15.02.2019** registered in the Office of the A.D.S.R. Rajarhat and recorded in Book No. 1, Volume No. 1523-2019, Pages - 81297 to 81337 made between the **Owners** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'C'** hereunder written by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

AND WHEREAS after execution of the aforesaid **Development Agreement** by and between the **Owner** and **Developers** herein the **Owner** made and executed a **Development Power of Attorney Being No. 2597 for the year 2019**, duly registered on **04.08.2017** in the office of the A.D.S.R. Rajarhat and recorded in Book No. 1, Volume no. 1523-2019, at pages 103224 to 103250 in favour of **Sri Alok Banerjee** and **Sri Arindam Banerjee**, **Developer** herein and thus appointed the **Developer** herein as the Attorney of the **Owner**.

AND WHEREAS the **Developer** herein with a view to develop the said land by way of construction consists of numbers of flat, in the **G+4 storied building**, formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building which has been sanctioned and approved by the competent authority.

AND WHEREAS under the aforesaid **Development Agreement** the **Owners** specifically granted right to the **Developer** to enter into Agreement for sale of Flat or portion of the building and further more by a separate **Development Power of Attorney** executed immediately after the execution of the said **Development Agreement**, the **Owners** authorize the **Developer** to sell and transfer all the flats and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the allocated portion of the **Vendors** in terms of the **Development Agreement dated 15.02.2019**.

AND WHEREAS by the **Development Agreement dated 15.02.2019** the **Developer** have been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** as well as **Owner's allocation** also from the intending Purchaser/s and issue money receipt in **their** own name and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation** as well as **Owner's allocation** also.

AND WHEREAS by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'C'** hereunder written.

AND WHEREAS on being empowered and authorized by the **Owner**, the **Developer** herein started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 05.09.2019** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 17.09.2019** by virtue of **approval order no. 2828/ Rht.**

AND WHEREAS in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer** started the remaining work of the said building which is now going in progress.

AND WHEREAS the **Developer** and the **Owner** declare and confirm that the said Flat/Unit/ Car Parking Space is forming part of **Developer's Allocation**.

AND WHEREAS the **Owners** and the **Developer** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

AND WHEREAS Subsequent to the commencement of the Act, the **Developer** has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at North 24 Parganas under registration no. ----- issued by the authority in response to its Application dated -----.

AND WHEREAS the residential **Flat being no.** , on the **floor,** **side,** of the building namely **SHUBHECCHA** situated at situated at Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata – 700135, measuring more or less **sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** Only.

AND WHEREAS the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and are fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **Flat** being the fair market price and the **Purchasers** approached the **Developer / Confirming Party** for purchase of the mentioned residential **Flat** at or for the consideration of **Rs.** only.

AND WHEREAS the **Developer / Confirming Party** doth hereby undertake, confirm and assure unto the **Purchasers** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'E' & 'F'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer / Confirming Party** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the

said **Flat** more fully described in **Schedule 'D'** written hereunder in favour of the **Purchasers**.

AND WHEREAS at the request of the **Purchaser**, the **Developer / Confirming Party** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said residential **Flat** measuring more or less **sq. ft.** (Super built up area and one **Car Parking Space** measuring **Sq. ft.** more or less according to the terms and conditions hereinafter written.

NOW THIS DEED OF CONVEYANCE WITNESSETH and it is mutually agreed as follows :-

1). The **Owners** and **Developer / Confirming Party** shall sell and the **Purchaser** shall purchase a residential **Flat being no.** , on the **floor,** **side,** of the building namely **SHUBHECCHA** situated at situated at Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata – 700135, measuring more or less **sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** Only.

2). THAT in consideration of **Rs.** /- only paid by the **Purchaser** to the **Developer / Confirming Party** on or before the execution of these presents (the receipt whereof the **Developer / Confirming Party** do hereby admits and acknowledges and / or from the same every part thereof do hereby acquit and release and forever discharge to the **Purchaser** as per **Schedule 'E'** written hereunder.

3). That on receiving the full consideration money of the said residential **Flat** and all costs of the extra work (if any) from the said **Purchaser**, the **Developer / Confirming Party** shall execute a Deed of Conveyance of the aforesaid residential **Flat** in the name of the said **Purchaser** and handover the physical and habitable possession of the said residential **Flat** to the **Purchaser**. All registration cost of the said residential **Flat** will be borne by the **Purchaser**.

4). That the **Purchaser** may transfers the said residential **Flat** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Flat** to the **Developer / Confirming Party** and also after registration of the said residential **Flat** in the name of the **Purchaser**.

5). That the **Purchaser** shall pay all expenses for the documents whichever necessary for **their** personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.

6). That the **Purchaser** shall pay to the **Developer / Confirming Party** the maintenance charges of the said building per month from the date of delivery of possession or receive the letter of possession of the said **Flat** from the **Developer / Confirming Party** whichever is earlier till the formation of the Flat Owner's Association. The said charges will be fixed by the **Developer / Confirming Party**.

7). That the **Purchaser** shall pay the municipal taxes / khajna of the said building proportionately from the date of receipt the possession letter from the **Developer / Confirming Party** till the date of mutation of **his** residential **Flat** in the local Gram Panchayat.

8). Super built up area will be calculated as under :-

Covered area of flat + proportionate share of staircase and lift + service area = Super built up area.

9). The **Purchaser** shall also pay proportionately the charges of common electric meter and salary of security guard etc. to the **Developer / Confirming Party** till handover the possession to the Association.

10). All costs and expenses for replacement and enlargements or alteration of the existing water tanks and / or other fittings of any part thereof or replacement of extension thereof which are used or useable in common shall be incurred by the **Purchaser** proportionately with the other occupiers i.e. other flat owners or Occupiers of the said Building.

11). All provisions therein for water supply drainage and electricity shall be borne and paid by the **Purchaser**.

12). That the **Purchaser** shall pay the cost amount to the **Developer / Confirming Party** for installations of New Electric Service line including cost of each Electric meter.

13). Upon being required by the **Developer / Confirming Party**, the **Purchaser** shall immediately apply for separate electric meter or electricity connection for and in respect of the said **Flat** and until the same is obtained, the **Owners / Developer / Confirming Party** shall provide or cause to be provided reasonable quantum of electricity from its own arrangement and install electric sub meter at the said **Flat** and the **Purchaser** shall pay all charges for electricity and other utilities consumed relating to the said unit.

14). The original documents of the title of the property shall remain in the custody of the **Owners** and shall be produced before the **Purchaser** for verifying the genuineness of title to the said property.

AND WHEREAS the **Owners** and the **Developer / Confirming party** herein do hereby jointly and severally undertake, confirm and assure the **Purchaser** and covenant as under :-

a). that the **Owners** are the absolute owner of the property and is lawfully entitled to convey and transfer this property unto the **Purchaser**;

b). that no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;

c). that the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the **vendor** shall forthwith pay the same to the appropriate authorities.

d). the **Owners / Developer / Confirming Party** shall provide or cause to be provided to the **Purchaser** one electric sub meter or electricity connection for the said Flat until the main meter is obtained and the main meter shall be handed over

by the **Owners / Developer / Confirming Party** to the **Purchaser** within one month from the date of possession.

AND WHEREAS the **Purchaser** herein do hereby undertake, confirm and assure the **Owners** and the **Developer / Confirming Party** and covenant as under :-

- a) That the right of the **Purchaser** shall remain restricted to the said **Flat** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule 'A', 'B', 'C' and 'D'** hereunder.
- b) That the said **Flat** shall always be used by the **Purchaser** only for the purpose of residence.
- c) That the **Purchaser** and other owners / occupiers of the said building shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.
- d) The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps, tube well and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Purchaser** and occupier thereof, shall be paid by the said Society, Association.
- e) The **Purchaser** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.
- f) In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Purchaser** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.
- g) The **Purchaser** shall be liable to make payment of the Service tax, Municipal rates, taxes and outgoings in respect of **his Flat** in full.
- h) The **Purchaser** shall have the absolute right to mutate **his** name before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **Flat** of the said building shall not be separately assessed for taxes, the **Purchaser** shall pay to the **Developer / Confirming Party** a proportionate share of the Panchyat Taxes, water tax of any in respect of **his Flat** on the **Floor** of the building such apportionment shall be made by the **Developer / Confirming Party** in consultation with the **Purchaser** on the basis of the area acquired by **him**.
- i) The **Developer / Confirming Party** shall appoint a Caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat owners of the said Apartment. An amount is to be paid by flat owners per month to the **Developer / Confirming Party** until the Association, Society is formed, in order to look after the building and its common amenities.
- j) To permit the **Developer / Confirming Party** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to

enter into space of the **Purchaser** to check / view and examine the state and condition on the said space and **his** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.

k) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.

l) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.

m) To keep the internal portion of the said **Flat** and every part thereof in good condition so as the support other supporting parts of the building.

n) Not to make any addition or alteration in structural work of the said flat except with the prior approval and sanction of the local Gram Panchayat or any other appropriate authority/s.

o) Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.

p) Not to keep any inflammable goods in the said unit except cooking Gas.

q) Not to raise any objection in respect of amenities / facilities provided by the **Developer / Confirming Party** in the said building Complex.

r) Not to do any act, deed or thing whereby the **Owner / Developer / Confirming Party** is prevented from selling, assigning or disposing off any other portion or portions of which the Owner is the only absolute owner, in the said building.

s) To use in common with occupiers and owners of other flats of the building the common areas and facilities as described in the **Schedule 'D'** hereinafter written.

t) Neither claim any benefit nor oppose to any construction / extension, if made, of the said building by **Developer / Confirming Party**.

u) Not to raise any objection in respect of minor violation of the measurement of the **Flat**.

v) Not to raise any objection in respect of the Extra charges borne by the **Developer / Confirming Party** for completing Extra work as per the choice of the **Purchaser**.

w) After possession of the said **Flat** is taken over by the **Purchaser**, he shall not be entitled to raise any dispute against or claim any amount from the **Owners / Developer / Confirming Party** on account of any constructional defect in the said unit or in the building.

SCHEDULE "A" ABOVE REFERRED TO
(Description of the Land and Property)

All that piece and parcel of **Bastu** land measuring about **3 Katha 3 Chitak** more or less out of **12 decimals** equivalent to **7 Katha 4 Chitak** and **200 Sq. ft. tile shed structure** comprised in C.S. Dag No. 377 corresponding to **L.R. / R.S. Dag No. 589** appertaining to **L.R. / R.S. Khatian No. 208** in **Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998**, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 587 (P) & 588 (P)
ON THE SOUTH	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 597 (P)

SCHEDULE "B" ABOVE REFERRED TO
(Description of the Land and Property)

All that piece and parcel of land measuring about more or less **7 Katha 10 Chitak** more or less out of **18 decimals** equivalent to **11 Katha** and **400 Sq. ft. tile shed structure** comprised in C.S. Dag No. 378 corresponding to **L.R. / R.S. Dag No. 588** appertaining to **L.R. / R.S. Khatian No. 474/1**, in **Mouza - Bhatenda, P.S. Rajarhat**, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 587 (P)
ON THE SOUTH	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 589 (P)

SCHEDULE "C" ABOVE REFERRED TO
(Description of the Amalgamated Land and Property)

ALL THAT a piece or parcel of **Bastu** land measuring an area of **10 Katha 13 Chitak** more or less and **600 Sq. ft. tile shed structure** comprised in **R.S. / L.R. Dag Nos. 588 & 589** appertaining to **R.S. / L.R. Khatian Nos. 208 & 474/1** in **Mouza - Bhatenda, P.S. Rajarhat**, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 587 (P)
ON THE SOUTH	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 586 (P) & 597 (P)

THE SCHEDULE 'D' REFERRED TO
(Flat hereby conveyed)
PART – I

ALL THAT a Flat being no. _____, on the _____ floor, _____ side, of the building namely **SHUBHECCHA** situated at situated at Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata – 700135, measuring more or less _____ **sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **G+4 storied building** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A' & 'D'** hereinabove written.

AND

(Car Parking Space hereby conveyed)
PART – II

ALL THAT one **Car Parking Space** no. _____ measuring _____ more or less

THE SCHEDULE 'E' ABOVE REFERRED TO
(Construction and finishing Specification)

1	Structure	RCC Pile foundation.
2	Walls	Brick work will be done with good quality Bricks, all outer walls are 8' thick, main partition walls are 5" thick and all inner walls 3" thick respectively. Brick walls with internal pop finish and external weather proof paint.
3	Flooring	Vitrified tiles in the inside flat. Marble / kota / tiles in the staircase & lobby.
4	Doors	Wooden frames with flash door.
5	Windows	Anodized Aluminum sliding windows with clear glass.
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
7	Toilets	Glazed tiles upto door height, hot & cold water point with C.P. fittings.
8	Electric	Concealed wiring with copper wire and branded switches.

Extra Work : If any extra work be made by instance of the **Purchaser** the charges for the said works will be paid to the **Developer / Confirming Party** by the **Purchaser** herein.

THE SCHEDULE 'F' ABOVE REFERRED TO
(Common Service Area)
COMMON AREAS COMMON TO THE CO-OWNER
PART – I

1. Open and / or paths and passages.
2. Space / room for water pump with motor and overhead water tank.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. 10 KB Generator.

COMMON INSTALLATION COMMON TO THE CO-OWNER
PART – II

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

(Common Service Area)
PART – III

1. **MAINTENANCE :** All expenses for maintaining white washing painting repairing renovating and replacing the common areas and installations including the other walls of the building.
2. **OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
3. **STAFF :** The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

5. RESERVES : All creating of fund for replacement renovation and / or other periodic expenses.

6. INSURANCE : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

7. OTHERS : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

THE SCHEDULE 'G' ABOVE REFERRED TO
PAYMENT SCHEDULE

Part-I

The total consideration of the said residential **Flat** is fixed and settled by the parties for a sum of _____ only which is to be paid by the **Purchaser** to the **Developer / Confirming Party** on or before the execution of these presents.

Additional Payments payable wholly by the Purchaser

Part-II

(a). Sales tax, service tax, works contract tax, VAT, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said Flat / Unit in favour of the **Purchaser**.

(b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said Flat / Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

(c). Charges levied by the **Developer / Confirming Party** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said **Flat** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.

(d). SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed By the Vendors or the Committee entrusted with the management and upkeep of the said Building.

(e). The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchaser** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchaser** or used by **him** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchaser** in common as aforesaid.

(f). The costs of maintaining and decorating the exterior of the building.

(g). The costs and expenses for running operations and maintaining water pump, electric motors etc.

(h). The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

(i). The costs of working and maintenance of other lights and services charges.

- (j). The proportionate rates and outgoings in respect of the said **Flat** which is otherwise to be borne and paid by its owners.
- (k). Maintenance of regular water supply to the flats.
- (l). Security Deposit & Service charges for sanction of new and separate electric meter from W.B.S.E.B. in the name of the **Purchaser**.
- (m). Formation of the Association for the Common Purpose.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the **parties** at KOLKATA

In the presence of :-

1.

2.

(1). Sri. Alok Banerjee
& (2). Sri Arindam Banerjee
As constituted Power of Attorney Holder of
Sri Bimal Mukherjee & Sri Chandi Das
Mukherjee

Signature of the **VENDORS**

Signature of the **DEVELOPER/
CONFIRMING PARTY**

Signature of the **PURCHASER**

Read over, Explained, Drafted
& Prepared By me as per documents
and information supplied to me :-

Sri. Swapnadip Das,
Advocate.
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Enrolment no. WB/1782/02

Memo of consideration

