

Occupiers/Owners/Vendors of the said Block/Complex more particularly described in the Third Schedule hereinunder written free from all encumbrances for a consideration of Rs. ( ) only, for the said flat/apartment and Rs. ( ) only, for the said common covered car parking space, thus aggregating Rs. ( ) only, free from all encumbrances whatsoever only subject to the terms, conditions, stipulations and covenants to be observed fulfilled and/or performed by the Purchaser/s mentioned in the Agreement for Sale executed by and between the parties on as well as hereinafter.

**Now this indenture witness as follows :-**

1. In pursuance to the aforesaid negotiation and in consideration of the said sum of Rs. ( ) only for Flat/Unit/Apartment No. on Floor, Block - and Rs. ( ) only for 1 (one) Common Covered Car Parking Space on Basement Floor of Block - F & G being Car Parking Space No. measuring an area of Sq. ft. thus totalling Rs. ( ) only paid before the execution hereof by the Purchaser/s to the Owner/Vendor by dint of an Agreement for Sale dated , by and between the parties, (the receipt whereof the Owner/Vendor doth hereby and acknowledge and on and from payment of the said sum forever release acquit exonerate and discharge the Purchaser/s and the said Flat with proportionate interest in the common areas and facilities described in the **First Schedule** hereby intended to be sold and transferred) the Owner/Vendor hereby grant, convey, transfer, assign and assure unto and to the use of Purchaser/s All That **Flat No.** on Floor in Block - measuring an area of ( ) Sq.ft. Super Built Up situated and lying at the project name of **Shreshta Garden - Phase - IV**, duly constructed by the Owner/Vendor on the said plot of land comprised in Mouza Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998, in R.S. & L.R. Plot Dag No. 2821(P) and 2827(P) in R.S. Khatian Nos. 545, 486, 426, Khanda Khatian No. 2405 in L.R. Khatian No. 5916, under Ward No. 5 of Rajarhat Gopalpur Municipality

..... now under

now under **Bidhannagar Municipal Corporation**, District North 24 Parganas vide Municipal Holding Nos. RGM-3/190/BI-B, RGM-5/53/BI-B, RGM-5/52/BI-B, morefully and particularly described in the **Second Schedule** hereinunder written and hereinafter for the sake of brevity called and referred to as the said Flat, to hold the same unto the Purchaser/s absolute and forever free from all encumbrances trusts, liens, lispendens, attachments and other stipulation and provisions in with the beneficial use and enjoyment of the said Flat belonging to and held by the Purchaser/s together with **common facilities and amenities and Specification of Construction of the said building** as set out in the **Fourth & Fifth Schedule** written, but subject to the **restrictions** contained in **Sixth & Seventh Schedule** hereinunder.

That the said two blocks namely Block - F and Block - G has been made complete and habitable in all respect and the owner/vendor herein has started handing over physical possession of the flats/units/apartments to the end users.

2. The Owner/Vendor doth hereby declare that it has good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said impartible, undivided, proportionate share of land underneath the said two Blocks comprised in the said premises hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid.
  - A) It shall be lawful for the Purchaser/s from time to time and at all times hereinafter to enter into and hold and enjoy the said flat comprised in the said premises and to receive the issues and profits thereof without any interruption hindrance claim or demand or disturbances whatsoever or by the Owner/Vendor or any person or persons claiming under or in trust for them.
  - B) The Owner/Vendor shall from time to time and at all time hereafter upon every reasonable request and at the cost of the Purchaser/s shall acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for better or more perfectly assuring the said impartible undivided proportionate share or interest in the land underneath the said Blocks comprised in the said premises unto the Purchaser/s in the manner aforesaid as they reasonably require.

..... C) The Owner

- C) The Owner/Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all time hereinafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced to the Purchaser/s their Attorney on any trial commission or examination or otherwise as occasion shall require all or any of the deeds, documents and writings also shall at the like request and cost deliver to the Purchaser/s such attested or other copies or extracts of and from the said Deeds and writings safe, unobliterated and uncanceled.
  - D) The Owner/Vendor has not concealed or suppressed any materials or any defect in the title.
  - E) The premises whereon the undivided proportionate share underneath the said Block is comprised is not affected by the provision of the **Urban Land (Ceiling and Regulations) Act, 1976** and that the same is not affected by the provisions of the Calcutta Thika Tenancy Act.
3. And the Purchaser/s doth hereby covenant with the Owner/Vendor as follows:-
- A) The Purchaser/s hereby covenants with the Owner/Vendor and the Owners of the other flats comprised in the said building that the Purchaser/s will at all time hereafter observe the **restrictions** setforth in the **Seventh Schedule** hereinunder written.
  - B) The Purchaser/s shall at all times from the date of taking possession regularly and punctually make payment proportionately of all Municipal Taxes, cesses, outgoings and impositions in respect of the said Flat and the undivided proportionate share or interest in the land comprised in the said premises or other taxes, impositions and outgoings which may be imposed or become payable. The Purchaser/s shall obtain mutation of the said flat from the competent authority of Bidhannagar Municipal Corporation and shall also obtain separate assessment of the said Flat at his/her/ their own costs and expenses. It is contextual to mention that delivery of possession means execution of Deed of Conveyance or Issuance of possession letter, whichever is earlier.

- C) To keep the said Flat and other parts, walls, sewers, drain pipes, cable wires etc. so as to support shelter and protect the parts of the building other than the said flat.
  - D) To contribute and/or pay towards *proportionate expenses and outgoings* mentioned in the **Sixth Schedule** hereinunder written.
  - E) So long as the said flat space is not separately assessed, to pay for water rates and water taxes, cesses and outgoings and other impositions in respect of the said flat proportionately.
  - F) Permit the Owner/Vendor and/or the Flat Owners' Association and its surveyors or agents with or without workmen and others at all reasonable times on 48 ( forty eight ) hours notice to enter into and upon the said flat or any part thereof for the Purchaser/s for repairing any part of the said flat space and for the purpose of making repairing, reinstating, re-building, cleaning, lighting and keeping in order and good conditions sewers, drains, belonging to or used for the building and also for the purpose of lying down, reinstating, repairing testing drainage, gas and water pipes and electric and telephone wires and cables and for other similar purposes.
  - G) To keep the said Flat space in good and substantial repair to render entire support and protection to the other parts of the said building as they now enjoy.
  - H) To keep the said Flat and other parts, walls, sewers, drains, pipes and entrances and main entrance exclusively serving the said Flat in good condition.
4. In using the said Flat space in common with other rights the Purchaser/s nor any member of their household shall :-
- A) Make any un-necessary noise.
  - B) Leave the litter other than in a respective provided for the purpose.

.....C) Leave or

- C) Leave or cause to be left any furniture, bi-cycle or toys or other articles where they obstruct free use of those parts of the building by others.
  - D) Use the water lifting pump in any manner that contravene the regulations for its use pasted in it or notified to the Purchaser/s.
5. It is hereby further agreed by and between the Owner/Vendor and the Purchaser/s as follows:-
- A) The undivided proportionate share or interest in the said land underneath the said Block comprised in the said premises hereby sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser/s shall always remain impartible.
  - B) The Owner/Vendor shall have rights over and in respect of the terrace and the open space on the ground floor of the building already constructed at the said premises, and during the course of construction of upcoming phases in the form of blocks, the Owner/Vendor and its agents would use the open spaces on the ground floor for loading and unloading of building materials, constructional work, etc., in which the Purchaser/s herein would not object the same under whatsoever situation, till its completion in all respect and all upcoming phases.
  - C) Until such time the Association is formed or constituted the Owner/Vendor shall continue to remain responsible for rendition of common services and maintenances of the said building however subject to the Purchaser/s making payment of the proportionate maintenance costs and other charges and expenses agreed to be paid by the Purchaser/s as herein agreed in respect of the maintenance and **common facilities and amenities and Specifications of Construction of the said Building** as provided for in the **Fourth & Fifth Schedule** hereinafter appearing.
  - D) The Purchaser/s shall sign and execute all papers, documents and applications for the purpose of formation of the Association or Society and in the event of any default on the part of the

.....Purchaser/s in

Purchaser/s in signing and executing such applications, papers and documents including the bye-laws and regulation then in that event the Owner/Vendor as the Constituted Attorney of the Purchaser/s will sign and execute, be entitled to sign and execute such applications papers and documents and this power and authority granted by the Purchaser/s in favour of the Owner/Vendor shall remain irrevocable and cease to have an effect immediately upon the constitution and formation of the said Society or Association of the flat owner in the said premises.

- E) The Owner/Vendor shall cause to be formed an Association for the maintenance and rendition of the common service in the said building and the rules and regulations and/or bye-laws of the said Society or Association shall be such as the Owner/Vendor in its absolute discretion think fit and proper.
- F) The said residential cum commercial complex consisting of seven blocks i.e. block - A, B, C, D, E, F and G will be named and styled as “**Shreshta Garden**” Phase - I, II, III and IV etc of “**Shreshta Garden**”.

**The First Schedule above referred to :**

**Existing Land of the complex**

**Part- I**

**(Details of Phase I)**

All that pieces and parcels of Revenue Redeemed and free hold **Bastu** land hereditaments admeasuring an area of 35 (thirty five) Cuttaks 9 (nine) Chittacks 6 (six) Sq.ft., be the same a little more or less comprised in various Dag numbers under various Khatian numbers, detail mentioned hereinbelow lying and situate at **Mouza Village – Gopalpur, J. L. No. 2, R.S. No. 140, Touzi No. 2998** within local limit of Ward No. 5 of Rajarhat Gopalpur Municipality now under **Bidhannagar Municipal Corporation**, under Police Station – Airport (previously under police station-Rajarhat) P.O.-Rajarhat Gopalpur and within the jurisdiction of Additional District Sub Registrar Bidhan Nagar, Salt Lake City, District 24 Parganas (North).

.....**C.S**

<u>C.S</u> <u>DagNo.</u>	<u>R.S.</u> <u>Khaitan No.</u>	<u>R.S.</u> <u>Khaitan No.</u>	<u>L.R.</u> <u>Khaitan No.</u>	<u>Municipal</u> <u>Holding No.</u>	<u>Measurement</u> <u>Cu - Ch - Sq.ft</u>
3804	2820	344 & 545	5916	FGM/M/38/2006-2007 & AS/273/BI-B	23 - 04 - 06
3805	2821	- do -	- do -	- do -	12 - 05 - 00

with provisions for extension and/or amalgamation of the Adjacent plot and/or constructions of additional Blocks in Phase-wise.

**Part- II**

**(Details of Phase - II)**

All that pieces and parcels of Revenue Redeemed and free hold Bastu Land hereditaments admeasuring an area of 14 (fourteen) Cuttahs 3 (three) Chittacks and 44.36 (fourty four point three six) Sq.ft. in C.S. Dag No. 3814 corresponding to **R.S. & L.R. Plot Dag No. 2830** under R.S. Khanda Khatian Nos. 2387, 2388 and 3(three) Cuttahs 12 (twelve) Chittacks in C.S. Dag No. 3817, corresponding to **R.S. & L.R. Dag No. 2833** under R.S. Khaitan No. 2531, thus totaling **17 (seventeen) Cuttahs 15 (fifteen) Chittacks and 44.36 (forty four point three six) Sq.ft.**, which is equivalent to **29.698 (twenty nine point six nine eight) decimals** be the same a little more or less lying and situate at and being comprised in **Mouza Village Gopalpur** under **L.R. Khatian No. 5916, J.L.No.2, Re.Su. No.140, Touzi No. 2998** under **Ward No. 5**, previously Ward No. 3 of Rajarhat Gopalpur Municipality vide Municipal Holding No. AS/08/B1-B/09-10, now under **Bidhannagar Municipal Corporation**, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar, Salt Lake City, District 24 Parganas (North), under the following Dag and Khatian Nos :-

<u>Sl.</u> <u>No.</u>	<u>C.S. Plot</u> <u>DagNos.</u>	<u>R.S. &amp; L.R.</u> <u>Plot Dag Nos.</u>	<u>R.S.Khatian</u> <u>Nos.</u>	<u>L.R.Khatian</u> <u>No.</u>	<u>Area</u>
1.	3814	2830	2387, 2388	5916	14 Cu 03 Chi 44.36 Sq.Ft.

.....2. 3817

2. 3817 2833 2531 5916 3 Cu 12 Chi

**(Details of Phase - III)**

All that pieces and parcels of Revenue paying and free hold Bastu land hereditaments admeasuring an area of 1 (one) Cuttaha 7 (seven) Chittacks and 0 (zero) Sq.ft. in **R.S. & L.R Plot Dag No. 2821 (P)** and Land measuring 9 (nine) Cuttaha 11 (eleven) Chittacks and 7 (seven) Sq.ft. in **R.S. & L.R. Plot Dag No. 2827** thus totaling **11 (eleven) Cuttaha 2 (two) Chittacks and 7 (seven) Sq.ft.**, be the same a little more or less lying and situate at and being and comprised in **Mouza-Gopalpur**, J.L.No.2, Re. Su.No.140, Touzi No. 2998, **Municipal Holding Nos. RGM/5/22/BI-B/13-14, Ward No. 5 of Rajarhat Gopalpur Municipality** now under **Bidhannagar Municipal Corporation**, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar, Salt Lake City, Police Station - Airport, Kolkata - 700 136, District 24 Parganas (North), under the following Dag and Khatian Nos:-

<u>Sl. No.</u>	<u>C.S. Plot Dag Nos.</u>	<u>R.S. &amp; L.R. Plot Dag Nos.</u>	<u>R.S.Khatian Nos.</u>	<u>L.R.Khatian No.</u>	<u>Area</u>
1.	3805	2821	545	5916	1Cu 7Chi
2.	3811	2827	486,426 Khanda Khatian 2405	5916	9 Cu 11Chi 7S q.ft.

**(Details of Phase IV)**

**Premises :** All that pieces and parcels of free hold Bastu land hereditaments admeasuring an area of **22 (twenty two) Cuttaha 9 (nine) Chittacks and 0 (zero) Sq.ft.** be the same a little more or less comprises in Mouza Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 3804, 3815, 3817 and 3818 corresponding to R.S. and L.R. Plot Dag Nos. 2820, 2831, 2833 and 2834 under C.S. Khatian No. 556, 159, 894 and 176 thereafter R.S. Khatian Nos. 934, 2020 and 344 in R.S. Khanda Khatian No. 2707 thereafter L.R. Khatian Nos. 5916 and 6335 and with in the local limits of Rajarhat Gopalpur Municipality under Ward No. 5 (previously under Ward No. 3) vide Municipal Holding Nos. RGM-5/23, BI-B, RGM-5/27, BI-B, RGM-5/203, BI-B, RGM-5/205, BI-B now under Bidhannagar Municipal Corporation, vide Holding No.B.M.C. 3/314, Block - 1.

.....Police Station



Police Station – Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District North 24 Parganas.

shown in the site plan annexed herewith as Plan - A and shall be treated as part and parcel of these presents.

**The Second Schedule above referred to :**

**(Building/Buildings of Phase - IV)**

All that two buildings being Block Nos. F&G, named and styled as 'Shreshta Garden', Phase-IV basement plus ground plus five storied construction duly constructed on a land measuring **22 (twenty two) Cuttah 9 (nine) Chittack and 0 (zero) Sq.ft.** be the same a little more or less in R.S. & L.R. Plot Nos. 2820, 2833, 2831 and 2834 in L.R. Khatian Nos. 5916 and 6335, under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding Nos. RGM-5/23, BI-B, RGM-5/27, BI-B, RGM-5/203, BI-B, RGM-5/205, BI-B, now under Bidhannagar Municipal Corporation, vide Holding No. B.M.C. 3/314, Block - 1 Police Station - Airport, within the jurisdiction of Additional District Sub Registrar - Bidhannagar, Salt Lake City, District North 24-Parganas, morefully and particularly mentioned under the heading "Details of Phase - IV" First Schedule hereinabove, having provisions for further extension, addition etc. in the form of Block H, I etc. being Phase-V, VI etc. of **Shreshta Garden.**

**The Third Schedule above referred to :**

**(Sold Property)**

**Part - I**

The said dwelling flat and the common covered car parking space being sold property : All that dwelling flat/unit/apartment being **Flat No.** on **Floor, Block** , admeasuring an area of ( ) **Sq.ft. Carpet** if it is converted to Built Up concept then the measurement will be ( ) **Sq.ft. Carpet** be the same a little more or less alongwith right to park one four seater medium size car on the Basement Floor of **Block- F & G** being **Car Parking Space No.**

.....measuring

measuring an area of **Sq. ft.** together with undivided proportionate impartible share and/or interest in land underneath the said Block - G only and the said residential flat, consists of Bed Room, Toilet, 1 (one) Dining-cum-Living Room, 1 (one) Kitchen and 1 (one) Balcony , together with the right to use the common areas and parts of the said Block in common with other occupiers of the said Block and the common areas and parts, amenities, facilities etc. of the complex, in common with the occupiers of various blocks of the complex fully described in the Fourth Schedule hereinunder written.

**Part - II**

The total consideration is **Rs.** ( ) only out of which ( ) only for the dwelling flat and **Rs.** ( ) only for 1 (one) Common Covered Car Parking Space on Basement Floor plus GST as applicable @ 12% .

**The Fourth Schedule above referred to :**

(Common Portions of Block)

**Part - I**

**1. Areas :**

- i) Roof above the top floor;
- ii) Open and/or covered paths and passages, stairs, lobbies.
- iii) Stair headroom, lift machine room and lift well.
- .....iv) All walls

- iv) All walls (save inside wall of any flat or units) and entrance gate.
- v) Toilet in the ground floor.
- vi) Air-conditioned Gymnasium, Games Area & Library in the Basement Floor of Block F & G

**2. Water and Plumbing :**

- i) Water Treatment Plant.
- ii) Overhead water tank.
- iii) Water pipes (save those inside any flat and/or units).
- iv) Fire fighting system.

**3. Electrical Installations :**

- i) Wiring and accessories for lighting of Common Portions.
- ii) Electrical meter and space thereto.
- iii) Submersible Pump motor, Lift machine, lift well and space required thereto.
- iv) Generator for operating submersible pump motor, lift and lightening of common areas.

**4. Drains :**

- i) Drains sewerage and pipes .

**5. Others :**

Other areas and installations and/or equipments as are provided in Block at extra cost for common use and enjoyment.

**Part - II**

(Common Portions of the Complex)

Portions/Area/Part, meant for use in common by the co-owners of all the Blocks (including upcoming Blocks) of the complex :

**1. Area :**

- i) Open and/or covered paths, pathways, driveways and passages within the complex and outside any block in the complex.
- ii) Boundary walls and main gates of the complex.
- iii) Air-conditioned community hall in the ground floor of Block B in Phase I.
- v) Air-conditioned Gymnasium, Games room & Library in the ground floor of Block C in Phase I
- vi) Common toilet/s in ground floor of all the Blocks, except Block – A, phase I.
- viii) Children's play Area and Land Scaped, compound area.

**2. Water and Plumbing :**

- i) Water distribution pipes to different Blocks.
- ii) Deep tubewell.
- iii) Underground water -reservoir.

**3. Electrical Installations :**

- i) Wiring and accessories for lighting of common portion of the complex.

.....ii) Pumps and

38.

- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Generator facilities for common areas.
- iv) Transformers and cables and Equipments/installations for bringing electricity to the complex and space thereto.

**4. Drains :**

Drains, sewerage, septic tanks and pipes of the complex.

**5. Others :**

Other areas and installation and/or equipments as are provided in the complex at extra cost for common use and enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security rooms and vice versa) and security service by guards round the clock.

**The Fifth Schedule above referred to :**

(Specification of Construction of the said building /s)

**1. Structure :**

- R.C.C pile foundation, and
- R.C.C framed structure with brick wall and both side cement plastering.

**2. Flooring :**

- Drawing and Dining vitrified floor tiles.
- Bed rooms-vitrified floor tiles.
- Common and attached bathroom-ceramic tiles flooring.
- Kitchen-vitrified/ceramic tiles flooring.

..... **3. Kitchen :**

10. **Electrical :**

- Concealed insulated copper wiring and modular switches.
- Telephone point in Living/Dining and Master Bedroom .
- Geysers point in both bathrooms.
- Filter point in kitchen.
- 3 nos. 15 amp plug points for fridge and other electrical appliances.
- Intercom line from security room to living room in each flat.
- Electric light point in entrance.
- Electric light and fan point in varandha.
- Washing machine point.

**The Sixth Schedule above referred to :**

(Common Expenses)

1. **Association :**

Establishment and all other capital and operational expenses of the Association.

2. **Common Utilities :**

All charges and deposits for supply, operation and maintenance of common utilities.

3. **Electricity :**

All charges for the electricity consumed for the operation of the common maintenance and equipment.

4. **Insurance :**

Premium, if insured for common amenities and utilities of the complex, against earth quake, rain, flood, fire, damage, demurrage, mob violence, civil commotion etc.

..... **5. Litigation :**

**5. Litigation :**

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block common portions at the Block Level and/or Complex Common portions at the complex level.

**6. Maintenance :**

All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating the common area and parts of the Block and/or of the complex.

**7. Operational :**

All expenses for running and operating all machinery equipments and installations comprised in the Block Common Portions at the Block Level and/or complex common portion at the complex level including lift(s), generator(s), EPABX Board, pumps, motors and/or other common devices and/or installations installed in the Block or Complex Level including payment of fees, taxes, licenses etc.

**8. Rates and Taxes :**

Municipal tax, surcharge, multistoried building tax, water tax and other levies in respect of common areas/utilities/amenities of the block at the block level and/or complex level, at the case may be.

**9. Staff :**

The salaries of and all other expenses of the staff employed and/or to be employed for the common purpose such as manager, caretaker, clerk, security person, electricians, plumbers, sweepers etc. including amount payable for bonus to such staff and/or other benefits observed to them and the expenses for the same.

**The Seventh Schedule above referred to :**

(Covenants regarding management and maintenance of the common portions and the common expenses)

1. Title and Construction:

.....1.1. The Purchaser/s

1.1. The Purchaser/s has/have understood his right to use the common areas of the said block/complex in common with others and the facilities and amenities provided in the said complex and has agreed to observe, perform and fulfill all the terms and conditions, rules and regulations, as framed or to be framed by the owner/ vendor for availing the said facilities in common with other occupiers of the Block/complex as the case may be, and shall not claim exclusive right in respect of any common area of the block/complex in any manner.

2. Transfer and Dismemberment:

2.1. The properties and the rights hereby conveyed to the Purchaser/ s for each unit shall be one and shall not be partitioned or dismembered in any manner.

2.2. The purchaser shall not be entitled to transfer unit and/or part with possession of the said unit until and unless the Purchaser/s pay and discharge all his/her/their debts and liabilities to the owners / vendors and / or to the flat owners association upon formation as per West Bengal Apartment Owners Act, 1972 .

2.3. Mutation, taxes and impositions :

2.4. The Purchaser/s shall apply for mutation with the municipal authority and have the said unit separately assessed for the purpose of payment of Municipal rates and taxes. Till such time, mutation separation and assessment of the said unit is not completed, the purchaser shall be responsible/liable to pay the municipal rates and taxes in respect of the said unit to the owner/ vendor, at such rate, the municipal authorities imposed upon the owner/vendor, for the said unit/block /complex (proportionately).

3. Upon the mutation of the said unit for the purpose of liability of Municipal rates terms and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said Unit.

.....3.1. Besides the



- 3.1. Besides the amount of such Municipal taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any water tax etc. in respect of the building/s proportionately and/or the said unit wholly.
  - 3.2. Besides the amount of all such taxes and impositions the Purchaser/s shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes and/or impositions proportionately or wholly as the case may be.
  - 3.3. The liability of payment by the Purchaser/s of all such taxes and outgoings ( including penalties charges costs and expenses ) in respect of the said unit will accrue with effect from the 15th day of serving of notice of completion of the said unit issued by the Owner/Vendor or to the Purchaser/s irrespective of when the Purchaser/s take physical possession of the said unit.
  - 3.4. Management and maintenance of the common portions.
  - 3.5. Upon the Purchaser/s fulfilling his/her/their obligation and covenant hereunder the Owner/Vendor shall manage, maintain and control the common parts and do all acts deeds and things as be necessary or expedient for the common purposes and the Purchaser/s shall co-operate the Owner/Vendor therefore and shall pay the Owner/Vendor a sum at such rate, as may be determined by vendor/owner, from time to time, towards common expenses.
4. The Owner/Vendor may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the commercial cum residential building as the Owner/Vendor may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall observe and abide by the same and shall not do anything whereby the same may be violated.
  5. The Purchaser shall not breach of any of the covenants mentioned in these presents.

- d) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within the said unit or in the common portions save at the places indicated therefor.
- e) Place or cause to be placed any article or object in the common portions save as be permitted by the Owner/ Vendor in writing.
- f) Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or any where also in the building/buildings.
- g) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building/buildings.
- h) Put or affix any sign board name plate or other things or other similar articles in any of the common portions or outside walls of the building save at the place as expressly permitted by the Owner/Vendor.
- i) Keep or store allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portions.
- j) Keep or allow to keep any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit, if so at the responsibility of the Purchaser/s herein.
- k) Claim any exclusive right in any common area, utilities/ facilities/ amenities of the block and/or complex.
- l) Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Owner/Vendor or the company in writing.

- m) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual and quiet residential purposes.
- n) Sub- divide the said unit, servant's quarter and/or parking space if allotted or any portion thereof.
- o) Not to do any act deed or thing to obstruct the construction and completion of the said building and/or upcoming buildings in the complex in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said unit and/or common area of the said Block/ Complex.
- p) Hung from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the construction of the buildings or any part thereof.
- q) Fix install air-conditioners in the said flat, (save and except at the places) which has been provided in the said unit for such installation.
- r) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- s) Damage or demolish or cause to be damaged or demolished the said unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- t) Close or permit the closing of verandah or lounges or balconies and lobbies and common parts and/or alter or

.....permit any

permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls, or both faces of external doors and windows including grill of the said unit which in the opinion of the Owner/Vendor differs from the colour scheme of the building or deviation which in the opinion of the company may effect the elevation in respect of the exterior walls of the building.

- u) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the building or cause increased premium to be payable in respect thereof, if the building/s is/are insured.
- v) Make in the said unit any structural addition and/or alterations such as in beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing to the Owner/Vendor and with the sanction of Rajarhat Gopalpur Municipality and/or any concerned authority.
- w) Fix or install any antennae on the roof or terrace of the said building or fix any window antenna.
- x) Use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building/s or to the Owner/Vendor and occupiers of the neighboring premises or for any illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, an amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space, if allotted anything other than private motor car or motor cycle and shall not raise or

48.

put up any kutchra or pucca construction thereon or part thereof and shall keep it always open as before and dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking space.

- y) Use the allotted car parking space or permit the same to be used for any other purposes whatsoever other than parking of his/her/their own car/cars.
- z) Not to park his/her/their car on the pathways or open spaces of the building and/or buildings or at any other places except the space allotted to it and shall use the pathways as would be decided by the Owner/Vendor.

8. Payments and deposits towards taxes and impositions and the common expenses :-

8.1. The impositions and payments by the Purchaser/s in terms hereof including those mentioned in clauses 3.2 hereinabove shall be made by the Purchaser/s within 7 (seven) days of the Owner/Vendor leaving its bill for the same in the said unit and/or at the above address of the Purchaser/s.

8.2. All amount are to be deposited by the Purchaser/s in pursuance hereof and/or under the unit construction agreement shall be utilized only for the purpose for which the same has been made subject however to the other provisions hereof.

8.3. Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time, if any, shall be borne by the Purchaser/s herein.

9. It is clarified that out of the payments and impositions mentioned in clause 3.2. hereinabove in case there be any defect the Purchaser/s shall pay further amount and in case there be any excess the same shall be refunded to the Purchaser/s and/or adjusted with the future payments payable by the Purchaser/s to the Owner/Vendor.

.....9.1. In case

- 9.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Owner/Vendor shall be entitled to with hold all utilities and facilities to the Purchaser/s and/or the said unit including electricity, water and/or other services to the unit at the time the Purchaser/s continue or remain in default and the Owner/Vendor shall be entitled to demand and realize the amount in respect whereof such default has been committed together with interest thereon @ 1.5% (one point five percent ) compoundable monthly.
- 9.2. The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the Owner/Vendor and shall not make any demand for losses or damages in connection therewith.
- 9.3. Miscellaneous.
- 9.4. Any delay or indulgence by the Owner/Vendor in enforcing the terms of these presents of any forbearance or giving of time to the Purchaser/s shall not be constructed as waiver of any breach or non compliance nor shall the same in any manner prejudice the rights of the Owner/Vendor.
- 9.5. It is clarified that whenever any amounts expressly payable by the Purchaser/s hereto the same shall wholly be payable by the Purchaser/s in the same relates only to the said unit and proportionately in case it relates to the building unless otherwise specifically mentioned herein.
- 10. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.
  - 10.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.
  - 10.2. All payments towards Municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates, costs expenses and prices

.....and shall

and shall be subject to proportionate escalation in case the said rates, costs, expenses and prices increases from time to time.

- 10.3. As between the Owner/Vendor of the One Part and the Purchaser/s of the Other Part, the parties shall indemnify and keep each other saved harmless and indemnified in respect of all losses damages claims demands costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions hereof by the other party, but provided only that the party claiming indemnification has not failed to discharge and fulfill its obligations hereunder.
- 10.4. The proportionate share of the Purchaser/s in various matters referred herein shall be such as may be determined by the Owner/Vendor and the Purchaser/s shall be bound to accept the same notwithstanding there being minor variations therein for the sake of convenience.

..... **In Witness**

**In witness whereof** the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered  
by the above named **Owner/Vendor**  
at Kolkata in the presence of :

- 1.
- 2.

---

**Signature of the Owner/Vendor**

Signed Sealed and Delivered  
by the above named **Purchaser/s**  
at Kolkata in the presence of :

- 1.
- 2.

---

**Signature of the Purchaser/s**

This **Deed of Conveyance** is  
drafted and prepared at our office :

---

**For Subir Kumar Seal & Associates**

Advocates

High Court Calcutta

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,  
Ground Floor, Police Station - Lake Town,  
Kolkata - 700 055.

Phone : 033-4601-3304.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail -seal.associates@gmail.com



**Received** on and from the withinnamed **Purchaser/s** by the withinnamed **Owner/Vendor** the withinmentioned sum of **Rs.** ( ) **only** as and by way of consideration money in full and final for sale of all that flat, being **Flat/Unit/Apartment No.** on **Floor** in **Block - G** out of which **Rs.** ( ) **only** for the flat, and balance **Rs.** ( ) **only** for the Common Covered Car Parking Space formerly lying and situate at and being Municipal Holding Nos. RGM-3/190/BI-B, RGM-5/53/BI-B, RGM-5/52/BI-B, under Ward No. 5, of Rajarhat Gopalpur Municipality, now under Bidhannagar Municipal Corporation, vide Holding No. B.M.C. 3/314, Block - 1, Police Station - Airport, District 24 Parganas (North), as per Memorandum of Consideration below :-

**Memo of Consideration**

<u>Sl. No.</u>	<u>Date</u>	<u>DD/Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
----------------	-------------	----------------------	-------------	---------------	---------------------

53.

**For Car Parking :-**

<u>Sl.</u> <u>No.</u>	<u>Date</u>	<u>DD/Cheque</u> <u>No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u> <u>(Rs.)</u>
--------------------------	-------------	--------------------------------	-------------	---------------	-------------------------------

\_\_\_\_\_  
\_\_\_\_\_

( ) only.

\_\_\_\_\_  
Signature of Owner/Vendor

Witnesses :

1.

2.

53.

**For Car Parking :-**

<u>Sl. No.</u>	<u>Date</u>	<u>D.D./Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
----------------	-------------	------------------------	-------------	---------------	---------------------

\_\_\_\_\_  
=====

( ) only.

\_\_\_\_\_  
**Signature of Owner/Vendor**

Witnesses :

1.

2.