

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is made on this Day of
....., 20..... of the Christian Era.

BETWEEN

MERIDIAN DEVCON PVT. LTD. (Income Tax PAN- **AAHCM1792M**), having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented by one its Directors namely **Sri Anil Gadia, (PAN-AFOPG3855L)**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, hereinafter called and referred to as **“OWNER/DEVELOPER/VENDOR”** (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assignors) of the **ONE PART.**

AND

.....,(PAN _____ AADHAR No _____) , son/wife of, by faith-Hindu, by Occupation-....., by Nationality - Indian, residing at, P.O.-; P.S.-, PIN Code-.....; District-; hereinafter referred to as the **ALLOTTEE(S)/PURCHASER(S)** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representative and assignors) of the party of **OTHER PART.**

WHEREAS ALL THAT One self-contained residential Apartment/Unit being No-,on the **Floor** of the Building, **admeasuring an area of** **Sq. ft. Chargeable/Saleable area**, comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft., Carpet Area=**.....**Sq. ft.** (excluding the area of the balcony / verandah) and **Built-Up Area=** **Sq. ft., be the same a little more or less** , consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **“Common Areas”** , more fully mentioned and described in the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the **“SAID APARTMENT”**, more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together** with exclusive right to use of

Nos. of Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “ **MERIDIAN SHREE**”, constructed on the premises, measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, which is morefully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the “**SAID PROPERTY**”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which will be sold by this Deed of Conveyance by the above mentioned present Vendor.

AND WHEREAS by virtue of Deed of Conveyance **being No. 4799 for the year 2012** , which was executed and registered on **13th day of June, 2012**, in the office of “**Additional District Registrar, Alipore**” and recorded in **Book No.- 1, CD Volume No. -21, Pages from 4148 to 4174, One M/S DIVJOT REALTIES PRIVATE LIMITED** (Income Tax PAN.- AADCD7493E), having its Registered office at 52/1, Sanatan Mistry Lne, Near Oriya Para Mandir, 2nd Floor, P.O.-Salkia, P.S.-Golabari, District- Howrah, PIN Code No.- 711106 (formerly at 9/12, Lal Bazar Street, P.O.- GPO-Kolkata, P.S.- LalBazar, Kolkata-700001, District- Kolkata), duly represented by one of its Directors namely **Mr. Sharwan Kumar Sharda (PAN-ACBPS9524J)**, son of Late Kameswar Prasad Sharda, by Occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 7C, Priyanath Mallick Road, P.O.- Bhawanipore, P.S.- Bhawanipore, Kolkata- 700 025, District- South 24Parganas ,herein referred to as the previous Vendor, purchased against the valuable consideration from **Smt. Prema Devi Sanganeria, Mrs. Vandana Sanganeria, Sri Sanjeev Sanganeria, Smt. Sunita Sanganeria and Sri Mayank Sanganeria** , all that piece and parcel of a plot of Bastu land measuring about 13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty one) Sq. ft. more or less together with a two storied old dilapidated building , erected in the year 1965 comprising in covered area of each floor 3340 Sq. ft. i.e. total covered area 6680 (Six Thousand six Hundred Eighty) Sq. ft.(Cementing floor), lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** under **Mouza- Khanpur**, J. L. No. -46, Touzi No.-151 and 152, R.S. No.-7, Pargana- Khaspur, comprised in C.S.Dag.Nos- 70, 71, 72 and 73, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Patuli** (formerly Tollygunge , thereafter Jadavpur), now within the jurisdiction

of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas , together with all rights of easements and appurtenances civil amenities and facilities in the said property together with all right of easements and appurtenances in the said premises, more fully and particularly described in the **Schedule** written hereunder and hereinafter referred to as the **SAID PREMISES** ,

AND WHEREAS since being the lawful owner by dint of purchase, the aforesaid **M/S DIVJOT REALTIES PRIVATE LIMITED** was in peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property, mentioned in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , till date of sale to us, by mutating its name as the Owner in the records of the Kolkata Municipal Corporation which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .

AND WHEREAS after mutation for further development of the aforesaid plot of land, lying and situate at **K.M.C.Premises No. 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047**, the said **M/S DIVJOT REALTIES PRIVATE LIMITED** has obtained Sanction of **G+IV Storied Residential Building Plan being No. 2014100156, dated-25-09-2014**, from the **Building Departments of the Kolkata Municipal Corporation, under Borough-X**.

AND WHEREAS due to financial crisis and valid legal reason, the aforesaid previous owner **M/S DIVJOT REALTIES PRIVATE LIMITED** , sold, transferred, conveyed, assigned and granted against valuable consideration, to the Present Owner by name & style **MERIDIAN DEVCON PVT. LTD.** , having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.- Girispark, Kolkata-700006, District- Kolkata, duly represented by one its Directors namely **Sri Anil Gadia**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas , all that piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, together with a two storied old dilapidated building erected in the Year 1965, comprising in covered area of each floor 3340 Sq. ft. i.e. total covered area 6680 (Six Thousand Six Hundred Eighty) Sq. ft.(Cementing floor), lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present**

Police Station- Patuli (formerly Tollygunge , thereafter Jadavpur), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas , along with Sanctioned G+IV Storied Residential Building Plan being No. 2014100156, dated- 25-09-2014, issued by the Building Departments of the Kolkata Municipal Corporation, under Borough-X, together with all rights of easements and appurtenances, civil amenities and facilities in the said property, more fully and particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , by virtue of another Deed of Conveyance **being No. 8318 for the Year 2016** , which was executed and registered on **26th day of December, 2016**, in the office of “**Additional District Registrar, Alipore**” and **recorded in Book No.- 1, Volume No. -1605-2016 , Pages from 225820 to 225862** and since being the lawful owner by dint of purchase, the aforesaid **Present Owner** is in peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property, mentioned in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , till date **by mutating its name as the Owner in the records of the Kolkata Municipal Corporation** which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .

AND WHEREAS by dint of purchase since being the lawful owner of the property mentioned herein above and hereunder written, the aforesaid **Owner/ Vendor/Developer** has peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property **by mutating its name as the owner in the Records of the K.M.C. till date** .

AND WHEREAS the said plot of land /premises are free from all encumbrances, mortgages, charges, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever and the Party of the One Part is the sole and absolute Owner thereof and no other person or persons has/have got any right, title and interest in the said premises in any manner or on any account, whatsoever.

AND WHEREAS there is no notice of acquisition or requisition received or pending in respect of the said premises or any part thereof and the said premises does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.

AND WHEREAS the land was never subject of any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the aforesaid **Owner/ Vendor/Developer**, is well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas , along with Sanctioned **G+IV** Storied Residential Building Plan **being No. 2014100156, dated- 25-09-2014**, issued by the Building Departments of the Kolkata Municipal Corporation, under Borough-X, together with all rights of easements and appurtenances, civil amenities and facilities in the said property, more fully and particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .

AND WHEREAS thus the aforesaid **Owner/ Vendor** was desirous to do all lawful works required for implementation of the Development work either by itself and/or by other contractors appointed by the company and/or in any other manner the company considered fit and proper.

AND WHEREAS the **Owner/ Vendor** had /has decided to develop the said project into a Residential Building with various modern facilities at its own cost and expenses and with its expertise, know-how and experience.

AND WHEREAS accordingly as per **Board Resolutions** passed by the Party of the One Part /Land Owner on **9th January, 2017**, the Board of Directors of the said company has decided that the development activities will be carried with its expertise under own guidance.

AND WHEREAS the previous Land Owner had already obtained Sanction of **G+IV Storied Residential Building Plan being No. 2014100156, dated- 25-09-2014**, from the **Building Departments of the Kolkata Municipal Corporation, under Borough-X** and sold the same along with the said premises mentioned in the **FIRST SCHEDULE** hereunder written, to the present **Owner/Vendor** and in accordance with the said Building Plan , the Developer/Owner/Vendor has already started to make

construction of the said Residential Building with various modern facilities on the said property measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station - Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner/Developer/Vendor has decided to sell the flats along with the right to use of Car Parking Space(s) of the said building as well as proportionate share of the land to the Purchaser(s) .

AND WHEREAS the Owner/Developer has already registered the Project "**MERIDIAN SHREE**" under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton Being Registration No.....

AND WHEREAS the Owner/Developer framed the terms and conditions for sale of the flats along with the necessary facilities installed in the building as well as the right to use of Common Areas and Installations of the said multi-storied building .

AND WHEREAS the Owner/Developer/Vendor invited offers from intending Purchaser/Purchasers/Allottees of the said Apartment/Unit along with the proportionate share of land mentioned in the **First Schedule** along with the right to use of Nos of **Covered/Mechanical Car Parking Space** on the Ground Floor .

AND WHEREAS the Purchaser(s) herein on coming to know such intention of the Land Owner/ Developer and after going through all the papers and documents relating to the title of land and being satisfied with quality of construction of said Apartment/Unit , have/has approached the Owner/Developer/Vendor for selling the Apartment/Unit along with the right to use of Nos of **Covered/Mechanical Car Parking Space** on the ground floor marked as No-.....of the said building as well as proportionate share of the land, lying and situate at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, mentioned in the **FIRST SCHEDULE** ,herein below.

AND WHEREAS the Owner/Developer/ Vendor has agreed to sell and the Purchaser(s) has/have agreed to purchase **ALL THAT** One self-contained residential Apartment/Unit **being No-**,**on the** **Floor** of the Building, **admeasuring an area of** **Sq. ft. Chargeable/Saleable area**, comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft., Carpet Area=**.....**Sq. ft.** (excluding the area of the balcony / verandah) and **Built-Up Area=** **Sq. ft., be the same a little more or less** , consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen, together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT**”, more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together** with exclusive right to use of Nos. of **Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor** of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “ **MERIDIAN SHREE**”, constructed on the premises, measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, which is morefully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the “**SAID PROPERTY**”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour**, for a consideration of **Rs,00,000/- (Rupees Lac) only** which is free from all encumbrance, charges, liens, lispences, attachments acquisitions and all other liabilities whatsoever from any corner but subject to the stipulations covenants terms and conditions as stated hereunder ;

AND WHEREAS by virtue of an “**Agreement for Sale**” dated made between the Parties, the said Owner/Developer agreed to sell and/or transfer of **ALL THAT** One self-contained residential Apartment/Unit **being No-**,**on the** **Floor** of the Building, **admeasuring an area of** **Sq. ft. Chargeable/Saleable area**, comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft., Carpet Area=**.....**Sq. ft.** (excluding the area of the balcony / verandah) and **Built-Up Area=** **Sq. ft., be the same a little more or less** , consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen,

Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**Common Areas**", more fully mentioned and described in the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID APARTMENT**", more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together** with exclusive right to use of Nos. of **Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor** of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto, Together with all rights of ingress and egress of the project which is known and identified as "**MERIDIAN SHREE**", constructed on the premises, measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge, thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.- 98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, which is more fully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the "**SAID PROPERTY**", demarcated in annexed site **Plan or Map**, bordered with **Red Colour**, for a consideration of **Rs00,000/- (Rupees Lac) only** unto and in favour as Purchaser(s).

AND WHEREAS

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:

- (1) **AGREEMENT** shall mean the "Agreement for Sale" dated.....-....., 2018 made between the Owner/Developer/Vendor and the Purchaser/Allottee(s) herein. All the terms conditions and clauses of the aforesaid agreement will be applicable herein.
- (2) **TOTAL PRICE/ CONSIDERATION** shall mean the consideration mentioned in the **Third Schedule** hereto payable by the Purchaser/Allottee(s) to the Owner/Developer/Vendor for acquiring the said Apartment /Unit along with right to use of Car Parking (if any);
- (3) **ARCHITECT** means a person registered as an architect under the provisions of the Architects Act, 1972;
- (4) **ASSOCIATION** shall mean the Association, Committee, Body, Society which would comprise the Owner/Vendor initially and thereafter the representatives of all the buyers/allottees of

Apartment/unit Units and be formed or incorporated at the instance of the Owner/Vendor for the Common Purposes with such rules and regulations as shall be framed by it;

(5) **BUILDING** shall mean the Residential and Commercial (if any) Complex to be constructed by the Developer cum Owner upon the Said Premises mentioned herein below in the Part-I of the First Schedule permissible under the Rules and Regulations of the KMC and from any other authorities if required, for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.

(6) **AREA:**

i) **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.

ii) **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the KMC as per approval of its Other Authorities, from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions

iii) **SALEABLE AREA/CHARGEABLE AREA** of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area of the said Apartment/unit Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for taxes, maintenance charges, deposits etc.

(7) **COMMON PORTIONS/ AREAS** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like staircases, landings, corridors, driveways, lawns, open spaces, common lavatories/ toilets,, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and

Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building, as may be decided or provided by the Developer which are mentioned in the **FOURTH SCHEDULE** hereto;

- (8) **DEED OF CONVEYANCE** shall mean the Deed of Conveyance/Transfer to be executed by the Vendor(s) in favour of the Purchaser/Allottee(s) in respect of the said Apartment/ Unit upon the Allottee/Purchasers' complying with all their obligations, paying and depositing all amounts in time and not committing any breach or default;
- (9) **DATE OF POSSESSION** shall mean the date on which the purchaser/allottee/s take actual physical possession of the said apartment after discharging all their liabilities and obligations;
- (10) **LOCAL AUTHORITY** means the Kolkata Municipal Corporation or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- (11) **COMPLETION CERTIFICATE or OCCUPANCY CERTIFICATE** means the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- (12) **SAID APARTMENT/UNIT** shall mean any residential Apartment/unit together with Undivided proportionate share of land underneath the building along with the exclusive right to use of Covered/Mechanical Car Parking Space, (if any allotted) and the right to use of Common Portions as described in **Part-I** of the **SECOND SCHEDULE** hereto, which is capable of being exclusively owned, used and enjoyed by any Unit Owner
- (13) **COMMON ROOF AREA** shall mean the ultimate roofs of the Buildings, as may be decided and demarcated by the Owner/Vendor at any time prior to handing over possession of the said apartment/unit.
- (14) **DEVELOPER CUM LAND OWNER** shall mean "**MERIDIAN DEVCON PVT. LTD.**" having its registered office at Meridian Plaza, 209, C.R. Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, and its successor-in-interest and executors, administrators, legal representatives and assignors.
- (15) "**PROJECT LAND**" shall mean all that piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1, Netaji Subhas Chandra Bose Road, Kolkata-**

700047 , Present Police Station- Netaji Nagar (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas , more fully and particularly described in the **FIRST SCHEDULE** hereunder written,

- (16) **PLAN** shall mean the plan of the Building which has been sanctioned by the **KMC** vide Building Permit No. **2014100156, dated-25-09-2014** shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any;
- (17) **PROJECT** shall mean the work of development undertaken by the Developer/Owner from inception till the development of the said Premises is completed, possession of the completed units is taken over by the Unit Owners or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owners and possession of the completed Apartment/units be made over to the Unit Owners and the name of the Project has been fixed by the Owner/Developer as “ **MERIDIAN SHREE**”.
- (18) **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, Fire, Lightning, earthquakes, riots, enemy actions or wars, storms, cyclones, tempests, civil commotions and disturbances, Insurgency, civil wars, air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from the **KMC** or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or circumstances beyond the control of the Vendor/Owner.
- (19) **PROPORTIONATE** with all its cognate variations shall mean such ratio as the saleable area of any Unit or Units be in relation to the saleable area of all the Units in the Building/Project.
- (20) **SAID PARKING SPACES** shall mean the space/s to park car(s) and/or two wheeler(s), if any, described in **Part-II** of the **Second Schedule** hereto;
- (21) **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Apartment/Unit;
- (22) **VENDOR** shall mean the Owner cum the Developer and where the context so permits, refer to only such of them as is/are concerned with the relevant matter/issue;
- (23) **PURCHASER(S) OR TRANSFEREE(S) OR ALLOTTEE(S)** shall mean and include all persons, Hindu undivided family, partnership firm, limited company, association and trust etc. to whom any Transferable/Saleable Areas/Chargeable Area is/are transferred or agreed to be so done.

- (24) **MAINTENANCE AGENCY** shall mean the Developer/Vendor itself or any association, committee, body society or company and agency/entity, formed / incorporated/appointed by the Developer/Vendor itself for maintenance of the Building/Premises and /or for the Common Purposes and shall include the Association upon its formation;
- (25) **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Project/Building, the Common Portions therein and the Premises and the expenses for Common Purposes of the Apartment/Unit Owners and shall be payable proportionately by the Purchasers periodically as Proportionate Contribution/Maintenance Charge.
- (26) **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
- (27) **SINGULAR NUMBER** shall include the **plural** and vice versa.
- (28) **ACT** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) as amended from time to time.
- (29) **APPROPRIATE GOVERNMENT** means the State Government;
- (30) **RULES** mean the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- (31) **REGULATIONS** mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;
- (32) **WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- (33) **SECTION** means a section of the Act.
- (34) **CONFIDENTIAL INFORMATION** shall have the meaning ascribed to it in clause 9.3 below.

NOW THIS DEED WITNESSETH as follows :-

That in pursuance of the said "**Agreement for Sale**" dated made between the Parties and in consideration of the said total sum of Rs**,00,000/- (Rupees Lac) only**, truly paid by the Purchaser to the Owner/Developer/Vendor herein, simultaneously with the execution of these presents (the receipts whereof the Developer/Vendor doth hereby admits and acknowledges as hereunder mentioned in Memo of Consideration) the Vendors as the Developer doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to said Purchasers herein, free from all encumbrances **ALL THAT** One self-contained residential Apartment/Unit **being No-.....,on the Floor** of the Building, **admeasuring an area of Sq. ft. Chargeable/Saleable area**, comprising of Nos. of exclusive balcony/verandah

measuring about.....Sq.ft., Carpet Area=.....Sq. ft. (excluding the area of the balcony / verandah) and **Built-Up Area= Sq. ft., be the same a little more or less** , consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**Common Areas**" , more fully mentioned and described in the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID APARTMENT**", more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together** with exclusive right to use of Nos. of **Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor** of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as "**MERIDIAN SHREE**", constructed on the premises, measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, which is morefully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the "**SAID PROPERTY**", demarcated in annexed site **Plan or Map** , bordered with **Red Colour AND ALL** rights, title, interest, possession, profits, claim, demands whatsoever of the Developer and the Vendor herein into or upon the said flat and car parking space with every part thereof hereby sold, conveyed, transferred to the Purchaser(s) herein including their heirs, executors, administrators and assigns absolutely and forever. That the Owner/Developer/Vendor herein doth hereby covenant with the Purchaser(s) herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to the contrary the Developer / Vendor herein is now lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said flat and car parking space as well as in respect of the said premises and the Developer / Vendor herein has full power and absolute authority to sell or transfer the said flat and car parking space in any manner aforesaid with the confirmation of the Vendors herein that the Purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat and car parking space as its absolute owner and possessor with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its absolute owner and possessor. That the

Developer / Vendor herein doth hereby covenant with the Purchaser(s) herein to save the said flat and car parking space harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser/Allottee(s) herein from or against all encumbrances, losses, damages, charges whatsoever. That the Developer / Vendor herein shall at the request and at the cost of the Purchaser/Allottee (s) herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and car parking space and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the Purchaser(s) herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road. That the Vendor/ Developer herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchaser(s) herein produce or to cause to be produced to the Purchaser/Allottee(s) herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said flat and car parking space hereby sold, conveyed and transferred to the herein.

IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE LAND OWNER/DEVELOPER/VENDOR AND THE PURCHASER as follows :-

1. That the Purchaser(s) shall be entitled to make sale, gift, mortgage, lease, convey or otherwise alienate the said apartment/unit and car parking space to any person or persons without any consent of the Vendors and the Developer or any other owner or owners of the said building.
2. That the Purchaser' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain joint for all times the other Co-owners of the said building at the said premises.
3. **THAT** the Purchaser(s) herein will not liable to pay any amount including penalty or interest to be paid before the Kolkata Municipal Corporation in respect of the said flat and car parking space for the period upto the date of execution of these presents.
4. That the Purchaser(s) shall have all rights to mutate their name as owners and possessors in respect of the said flat and car parking space in The Kolkata Municipal Corporation and in the records of any other authorities, in that event the Vendor / Developer shall give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser.
5. That the Purchaser(s) shall be liable to pay directly to The Kolkata Municipal Corporation or to any other authorities, in respect of the said flat and car parking space hereby sold and

transferred to the towards payment of Owners' share and Occupiers' share of Rates, Taxes, land Revenues and other outgoing charges payable for the said flat and car parking space.

6. That the Purchaser(s) shall pay the aforesaid charges, rates, taxes, land revenues and other outgoing charges as levied on the said flat and car parking space on and from the date of execution of this Deed. HOW IF HE REGISTERS LATER SAY AFTER ONE YEAR.

7. That the Purchaser(s) shall has/have full and absolute rights in common with the other Co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said building and belonging to the said premises morefully described in the **FOURTH SCHEDULE** hereunder written together with the right of the common use of the roof of the said building at the said premises.

8. That the Purchaser(s) shall has/have all right to take connection of electric, telephone, gas, water pipe, cable connection, dish antenna, internet connection etc. at the said flat in the names of the Purchaser(s) at the Purchasers' own cost through the common portions and spaces of the said building as well as the said premises.

9. That the Purchaser(s) shall have all rights of the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions, in respect of the said flat.

10. That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately borne by the Purchaser(s) with the other Co-owners of the said building, described in the **FIFTH SCHEDULE** hereunder.

11. That all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing, shall be borne by the Purchasers proportionately with the other Co-owners of the said building.

12. That the Purchase(r) has/have common right, title and interest of the roof situated at the top of the said building at the said premises and the Purchaser(s) shall has right to use and occupy the said roof without any hindrance, obstruction and encumbrances commonly with the other flat owners of the said building.

13. That one Association and/or Society may be formed between the Flat Owners of the said building at the said premises having one representative or nominated person from each flat.

14. That after formation of the said Association and/or Society, the said body will be liable for the running maintenance, repairs, replacement, installations etc. of the said building as well as said premises out of their own fund which will be raised from the flat owners of the said building by the Association and/or Society.

THE LAND OWNER / DEVELOPER/ VENDOR HEREIN DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

- i) **THAT** the said flat including the said premises is free from all encumbrances, charges and liens and the Developer /Vendor herein has got free clear and marketable title therein and save and except the Developer /Vendor, no other person has any right, title and interest over the said flat and car parking space and/or any part thereof to transfer and convey the same to the Purchaser(s) herein.
- ii) **THAT** the said flat including the said premises or its any part thereto is not subject to any acquisition or requisition proceedings and the Developer /Vendor herein has no knowledge of and have not received any such notice from any authority or authorities that effect.
- iii) **THAT** the said premises or any parts thereof are not affected under Urban Land (Ceiling & Regulation) Act, 1976.
- iv) **THAT** no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said flat and car parking space including the said premises or any part thereof.
- v) **THAT** the said land or the said premises or any parts thereof and the said flat and car parking space or any parts thereto are not charged and/or mortgaged with any bodies, banks, any financial institutions etc. by the Developer /Vendor herein.
- vi) **THAT** the Owner /Vendor herein admits and confirms that they shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- vii) **THAT** the Owner/Developer/Vendor of this Deed herein has confirmed in order to convey a good and marketable title of the said flat and car parking space mentioned in the **Second Schedule** in favour of the Purchaser(s) and he/it shall not claim or demand over the said flat and car parking space or any part thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of the Said Land / Premises)

ALL THAT piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less , lying and situated at **K.M.C. Premises No.- 278/1,**

Netaji Subhas Chandra Bose Road, Kolkata-700047 District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, together with all rights of easements and appurtenances, civil amenities and facilities in the said property, hereinafter called and referred to as the **SAID PREMISES** , which is butted and bounded as follows:-

ON THE NORTH :-20 ft wide Netaji Subhas Chandra Bose **By Road**.

ON THE SOUTH:- 20 ft wide Netaji Subhas Chandra Bose **By Road** and Premises Nos.

300/3 & 300/4, Netaji Subhas Chandra Bose Road.

ON THE EAST:- Premises No. 282T & 282J Netaji Subhas Chandra Bose Road.

ON THE WEST: - Premises No. 278 & 278A Netaji Subhas Chandra Bose Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Description of Said Apartment/Unit & Car Parking Space)

PART-I

(Description of the Sealable Apartment/Unit)

ALL THAT One self-contained residential Apartment/Unit being No-,on the Floor of the Building, **admeasuring an area of Sq. ft. Chargeable/Saleable area**, comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft., Carpet Area=.....Sq. ft. (excluding the area of the balcony / verandah) and Built-Up Area= Sq. ft., be the same a little more or less** , consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**Common Areas**" , more fully mentioned and described in the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID APARTMENT**", more fully mentioned and described in **Part - I of the SECOND SCHEDULE** hereto, **Together** with exclusive right to use of Nos. of **Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor** of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II of the SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as "**MERIDIAN**

SHREE", constructed on the premises, measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of South 24 Parganas, which is morefully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the "**SAID PROPERTY**", demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which will be sold by this Deed of Conveyance by the above mentioned present Vendor.

PART-II

(Description of the Free Parking Space)

.....Nos oftype Car Parking Space being No.-..... on the **Ground Floor of the new Building**, known and identified as "**MERIDIAN SHREE**", , for parkingNo of medium size Motor Cars and/or Two Wheelers only and the Purchaser/Allottee (s) shall not be entitled to use said Parking Space for his/her/their other purposes , details of which are as follows:

Sl. No.	Type of car parking spaces	No. of spaces earmarked
1	Dependent Mechanical Car Parking System (Covered)	
2	Dependent Mechanical Car Parking System (Open)	
3	Independent Mechanical Car Parking System(covered)	
4	Covered Car Parking	
	Total :	

THE THIRD SCHEDULE ABOVE REFERRED TO
(Consideration)

Consideration for the said Apartment/Unit (including all mandatory costs and applicable G.S.T.) mentioned in the **Second Schedule** herein above, is **Rs.....,00,000/- (Rupees Lakh) Only.**

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON AREAS , AMENITIES AND FACILITIES)

(Common Areas divided proportionately amongst the Apartment Owner/s)

1. Proportionate share of the land comprised in the said Premises attributable to all the residential apartments in the Project.
2. Both staircases on all the floors of the building along with their full, half and quarter landings with stair covers on the ultimate roof.
3. Common Passage and lobby on the Ground Floor for egress and ingress.
4. 2 (two) elevators (passenger) along with lift shafts and the lobby in front of it on typical floors and Lift machine room, if any.
5. Water Pump, Water Tank, Pipes and other common plumbing installation.
6. Tube Well/KMC Water supply.
7. Drainage Sewerage.
8. Pump House.
9. Demarcated Roof.
10. Common toilets in the Ground Floor.
11. Lift.
12. Such other equipments, installations, fixtures, fittings and spaces in or within the said building comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said building and all other covered and/or open area, which excluded properties shall remain the open area, which excluded properties shall remain the exclusive properties of the seller and owners, right to sell, transfer, let out or dispose of the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the apartment/unit-Owner/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the apartment/unit-Owner/s in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the apartment/unit-Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and

installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE** : Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner/Vendor or Association on its formation.
8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Restrictions)

The Purchaser/Allottees(s) or the Unit Owner(s) shall not be entitled to

- i) make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and save after complying with the Rules of the Maintenance Agency/ Association .
- ii) claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises;

- iii) make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions and/or
- iii) make any claim of nature whatsoever against any person who has been granted any right by the Vendors in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- iv) to alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or tenant will be allowed to park their Cars at their Car Parking Space.
- v) not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s) and/or two wheelers of the respective Unit Owner/Purchaser/allottee(s);
- vi) not to use or allow to be used the said apartment/unit for any purpose other than residence;
- vii) Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Fifth Schedule (Common expenses)** or any other matter or the basis thereof;
- viii) Not to claim any right over and/or in respect of any open land at the premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or portion as per the Vendors or in any parking spaces other than that mentioned in **Part II of Second Schedule** ;
- ix) Not object to the user of the common area, amenities and facilities (mentioned in **Fourth Schedule**) by the other unit owners;
- x) Not object to the Vendors, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to outsider/third parties against payment of consideration/charges to the Vendors installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building and neither the unit owners (including the purchasers/allottees) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- xi) Not to hinder, obstruct or object to the Vendor/Developer erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Vendors. Any revenue that may be earned, whether one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendors exclusively and the purchaser or the association shall have not any claim regarding the same.

IN WITNESS WHEREOF the parties have executed and delivered this Deed of Conveyance on the Date, Month and Year mentioned herein above.

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

**SIGNATURE OF THE LAND OWNER
/DEVELOPER/ VENDOR**

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

SIGNATURE OF THE PURCHASER

Drafted by me

(Shek Ataur Rahaman)
Advocate
Alipore Judges' Court
(Regn. No.-WB/382/2000)
Mobile No. - 9038841113

Note : Out of Total Stamp Duty payable, the amount of Rs. 500/- has been paid in one Non-Judicial Stamp Paper and the rest amount has also been paid on Line through Net Banking.

MEMO OF CONSIDERATION

RECEIVED by the **DEVELOPER/VENDOR** from the within named PURCHASER/ALLOTTEE(S) a sum of **Rs...../(Rupees**) **only** by Cheque drawn in favour of the Vendor/Developer for Sale of the said Apartment/Unit as per MEMO written hereunder as follows :-

MEMO

Cheque No. /Cash	Bank and Its Branches	Drawn on	Amount(Rs)
		TOTAL =/-

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

**SIGNATURE OF THE LAND OWNER
/DEVELOPER/ VENDOR**