

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the _____ day of
_____, 2019

BETWEEN

Contd . . . P/2.

(1) **SRI SEKHAR CHANDRA BISWAS**, son of Late Dharendra Nath Biswas, by faith – Hindu, by occupation – Business, residing at “Mangalam”, 258, Srirampur North (Milan Park), Post Office – Garia, Police Station – Jadavpur, Kolkata – 700084, (2) **MRS. JAMUNA SARKAR**, wife of Sri Bablu Sarkar, by faith – Hindu, by occupation – Business, residing at 3No. Kankulia Road, Post Office and Police Station – Gariahat, Kolkata – 700029, (3) **MR. HARISH KR. SARAWOGI**, son of Mr. Kamal Kumar Saraogi, by occupation – Student, residing at 6/21, Poddar Nagar Colony, Jodhpur Park, P.A. Saha Road, Kolkata – 700068, (4) **MR. SURJYA KUMAR SAHA**, by faith – Hindu, by occupation – Business, residing at 38, Madhab Niloy, Srinagar Main Road, Police Station – Sonarpur, Kolkata – 700094, and (5) **MRS. KRISHNA SAHA**, wife of Sri Malay Saha, by faith – Hindu, by occupation – Business, residing at Village – Nabagram, Garia, Post Office – Panchpota, Police Station – Sonarpur, Kolkata - 700152, the Deponent Nos. 2 to 5 are represented by their constituted attorney **SRI SEKHAR CHANDRA BISWAS**, son of Late Dharendra Nath Biswas, by faith – Hindu, by occupation – Business, residing at “Mangalam”, 258, Srirampur North (Milan Park), Post Office – Garia, Police Station – Jadavpur, Kolkata – 700084, hereinafter jointly called and referred to as the “**VENDORS/ OWNERS**” (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **FIRST PART**.

AND

M/S. KABERI CONSTRUCTION, a proprietorship firm having its office at Balia More, Garia, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084 and presently running its day to day business from Titli, 57, Garia Station Road, Balia, Barobattala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, being represented by its Proprietor, **SRI SEKHAR CHANDRA BISWAS (PAN : ADZPB4510G)**, son of Late Dharendra Nath Biswas of Garia, Balia More, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter called and referred to as the **DEVELOPER/ CONFIRMING PARTY** (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its executors, administrators, legal representatives, successor-in-interest in office and/ or assigns) of the **SECOND PART**.

AND

..... **(PAN :**), son of, by Nationality - Indian, by faith -, residing at, hereinafter called and referred to as the **PURCHASER** (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/ or assigns) of the **THIRD PART**.

WHEREAS:

A. One Dhananjay Mondal alias Dhananjay Roy Mondal, son of Late Haramohan Mondal was the rightful recorded owner in the Revisional Settlement Record of Rights in respect of 63 decimals in R.S. Dag Nos. 44, 46, 47, 48, 49, 50 under R.S. Khatian No. 76 of Mouza – Balia, J.L. No. 46, Police Station – Sonarpur, District – South 24 Parganas and while was peacefully possessing and enjoying the same said Dhananjay Mondal alias Dhanarjay Roy Mondal by and under a Bengali Recited Saf Kobala (Deed of Sale) dated 03.03.1965 sold, conveyed and transferred his aforesaid entire recorded property in R.S. Khatian No. 76 of Mouza - Balia in favour of (1) Sri Ramani Mohan Dasgupta, son of Late Sarada Prasad Dasgupta, (2) Sri Ardhendu Bhusan Sengupta, son of Late Nalini Kanta Sengupta, (3) Sri Jayanta Dasgupta, son of Ramani Mohan Dasgupta, (4) Sri Barhalal Agarwala, son of Babulal Agarwala, (5) Sri Kamalapati Mukherjee, son of Late Pramatha Nath Mukheriee, (6) Smt. Santana Dasgupta, wife of Ramani Mohan Dasgupta, (7) Smt. Usha Rani Dasgupta, wife of Late Jadunath Dasgupta and the said indenture was duly registered at the office of the District Registrar at Alipore and recorded its Book No. I, Volume No. 16, Pages 221 to 231, Being No. 816 for the year 1965.

B. By a Bengali Recited Saf Kobala (Deed of Sale) executed on 18.04.1970 and duly registered at the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded in its Book No. I, Volume No. 20, Pages 75 to 78, Being No. 1226 for the year 1970 said Barahalal Agarwala, Kamalapati Mukherjee, Usha Rani Dasgupta and Ardhendu Bhusan Sengupta jointly sold, conveyed and transferred their undivided 4/7 share unto and in favour of Achintya Kumar Dasgupta and Sushanta Kumar Dasgupta, both sons of Ramani Mohan Dasgupta and the said Deed of Sale was.

C. in the manner aforesaid, said Ramani Mohan Dasgupta, Jayanta Dasgupta, Santana Dasgupta, Achintya Kumar Dasgupta and Sushanta Dasgupta became the rightful joint owners in respect of ALL THAT piece and parcel of land measuring more or less 63 decimals comprised in R.S. Dag Nos. 44, 47, 46, 48, 49, 50 under R.S. Khatian No. 76 of Mouza - Balia, J.L. No. 46, R.S. No. 30, Touzi No. 274, Police Station - Sonarpur, District - 24 Parganas Presently South 24 Parganas.

D. While were said, Ramani Mohan Dasgupta and others jointly possessing the property by constructing a one storied building thereon the said Ramani Mohan Dasgupta died intestate leaving behind him surviving his wife, Smt. Santana Dasgupta, his three sons Sushanta Dasgupta, Achintya Kumar Dasgupta, Jayanta Dasgupta and a daughter Smt. Krishna Roy (Dasgupta) who by virtue of inheritance became the rightful absolute owners in respect of the aforesaid $1/7^{\text{th}}$ undivided share in the joint property as left by said Ramani Mohan Dasgupta since deceased having unequal share in the aforesaid joint property i.e. said Santana Dasgupta had $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Jayanta Dasgupta had $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Achintya Kumar Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided Share, said Sushanta Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided share and said Krishna Roy (Dasgupta) has $1/35^{\text{th}}$ undivided share in the aforesaid joint property.

E. For the purpose of Eastern Metropolitan Bye-Pass the State of West Bengal has acquired 33 decimals land at Mouza - Balia under R.S. Dag Nos. 46, 47, 48 & 49 vide LA Case No. LAII/60 of 1975-76 and previously State of West Bengal acquired 9 decimals land of R.S. Dag No. 50 for which compensation had already been paid. Thus the said Santana Dasgupta, Jayanta Dasgupta, Achintya Kumar Dasgupta, Sushanta Dasgupta and

Krishna Roy (Dasgupta) jointly had been in possession and enjoyment of 21 decimals of land in R.S. Dag No. 44 under R.S. Khatian No. 76 of Mouza – Balia, J.L. No. 46, Police Station – Sonarpur, District – South 24 Parganas.

G. The said Smt. Santana Dasgupta during her lifetime executed a "Deed of Gift" in favour of the said Sushanta Dasgupta and thereby transferred her undivided $6/35^{\text{th}}$ share in the aforesaid joint property and the said Deed of Gift dt. 30.06.2008 was registered at the office of the A.D.S.R. Sonarpur and recorded in its Book No. I, CD Volume No. 18, Pages 540 to 563, Being No. 06660 for the year 2008 and thus the said Sushanta Dasgupta became the owner to the extent of $11/35^{\text{th}} + 6/35^{\text{th}} = 17/35^{\text{th}}$ share in the said undivided un-demarcated 21 decimals of land and building structure standing thereon. And thus the Said Achintya Kumar Dasgupta, Sushanta Dasgupta and Krishna Roy (Dasgupta) jointly had $29/35^{\text{th}}$ share in the said undivided and un-demarcated 21 decimals of land.

H. The said Achintya Kumar Dasgupta, Sushanta Dasgupta and Krishna Roy (Dasgupta) jointly sold, transferred and handed over the said undivided $29/35^{\text{th}}$ share i.e. more or less **17.4 decimals land** out of 21 decimals land by virtue of two Deed of Sale registered at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in its Book No. I, Volume No. 13, Pages from. 4169 to 4191, Being No. 4244 for the year 2009 and Book No. I, Volume No. 13, Pages from. 4192 to 4214, Being No. 4245 for the year 2009 unto and in favour of **Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Surjya Kumar Saha, Mrs. Krishna Saha.**

I. On the other hand, said Jayanta Dasgupta by an Indenture (Bengali recited saf bikray Kobala) dated 7th October, 1997 which was registered at

the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 122, Copied at Pages – 242 to 250, Being No. 7443 for Year 1999 most illegally sold 50% undivided share instead of his actual undivided 6/35th share in the aforesaid joint property in favour of Amal Kumar Das, son of Madhusudan Das of A/177, Ram Krishna Nagar, Garia, South 24 Parganas.

J. The said Amal Kumar Das subsequently accept the same and sold, transferred and conveyed his actual undivided 6/35th share i.e. more or less 3.6 decimals land out of 21 decimals land by virtue of two Deed of Sale registered at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in its Book No. I, CD Volume No. 3, Pages from. 4153 to 4171, Being No. 00815 for the year 2011 and Book No. I, Volume No. 3, Pages from 3907 to 3925, Being No. 00816 for the year 2011 unto and in favour of **Mr. Sekhar Chandra Biswas and Mrs. Krishna Saha.**

K. In the manner aforesaid **Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Surjya Kumar Saha, Mrs. Krishna Saha and Mr. Sekhar Chandra Biswas** became the joint owners of the aforesaid **21 decimals land** having their respective undivided share therein and since then they jointly have been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated their names in respect of the said property and the said property is recorded in L.R.R.O.R. as L.R. Dag No. 10 appertaining to L.R. Khatian Nos. 1605, 1606, 1604, 1608 and 1607 respectively and they got recorded the said property in the assessment roll of the Rajpur-Sonarpur Municipality and the said property recorded as **Holding No. 552, West Balia**, Ward No. 1 of the Rajpur-Sonarpur Municipality.

L. The said **Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Surjya Kumar Saha, Mrs. Krishna Saha** entered into two Memorandum of Agreement dated **4th February, 2011 and 9th February, 2011** (hereinafter referred to as the “**Development Agreement**”) with M/s. Kaberi Construction, the developer herein being represented by its Proprietor, Sekhar Chandra Biswas who is also a land owner of the aforesaid 21 decimals land for development and construction of a Multi-storied building at the aforesaid premises at the cost and expenses of the developer. A **registered Power of Attorney** has also been executed by them in favour of **Sekhar Chandra Biswas**, the Proprietor of M/s. Kaberi Construction as well as one of the land owner of the aforesaid 21 decimals land which was registered in the office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book No. IV, CD Volume No. 3, copied at Pages 16 to 28, **Being No. 00863 for the year 2011**, for smooth execution of the terms of the said Development Agreement.

M. in pursuance of the aforesaid Development Agreement dated 4th February, 2011 and 9th February, 2011 the developer has obtained **building plan vide Sanction No. 228/CB/01/60 dated 09.12.2016** from the authority of the Rajpur – Sonarpur Municipality and construction of the said G+V storied building being named as “**Star Luxuria**” (hereinafter referred to the **said Complex/Project**) upon the aforesaid property is going on.

N. The Developer/Promoter has registered the Project under the provisions of the Act having Registration No. HIRA/.....;

THE VENDORS AND THE DEVELOPER HAVE REPRESENTED AND GUARANTEED THE PURCHASER as follows :

- (A) As per the **Development Agreement dated 4th February, 2011 and 9th February, 2011** and by the strength of the said sanctioned Building Plan the Developer has completed the construction work of an Apartment Ownership Building consisting Flats, shops, commercial space and Car parking spaces etc. and got occupancy certificate alongwith Completion Building Plan vide No. dated from the authority of the Rajpur – Sonarpur Municipality.

In pursuance of the said **Development Agreement dated 4th February, 2011 and 9th February, 2011** the Developer is entitled to sell developer's allocation interalia, ALL THAT **Apartment No. _____** containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq. Ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft., be the same a little more or less on the _____ **Floor** of the **Block No. _____** of the Project to be known as **"Star Luxuria"** together with right to park _____ car at the open/covered (dependent or independent) parking space on the ground floor level **being no. _____** situated within the said Project (hereinafter collectively referred to as the **"said Apartment"**) more fully mentioned in the **Second Schedule** hereto (hereinafter called **'the Unit'**) together with undivided proportionate share in the common areas and facilities in the Building, more fully and particularly mentioned in PART – I of the THIRD SCHEDULE together with undivided proportionate share in land at the said Premises (the common parts/ portions, facilities, amenities, easements and the

share in land hereafter collectively called Rights and Properties appurtenant thereto) free from all charges, mortgages, claims, demands, liens, lispendens, attachments, acquisition, requisition, vesting, thika tenancy, leases, agreement, arrangements and/ or other encumbrances and/ or alienation whatsoever.

- (B) The Vendors and the Developer have not entered into any Agreement and/ or arrangement and/ or have not done any act, deed or thing whereby the Vendors' title in respect of the Unit and rights and properties appurtenant thereto may get alienated and / or encumbered.
- (C) There is no Statutory, Judicial order and/ or restrictions which may prevent the vendors and the Developer from transferring and/ or conveying the Unit and rights and properties appurtenant thereto to the purchaser free from all encumbrances.
- (D) The Vendors and the Developer have confirmed and guaranteed that upon purchase the purchaser shall acquire a clear and marketable title in respect of the Unit and the rights and properties appurtenant thereto free from all encumbrances whatsoever and the vendors further declare that the Developer, by the strength of the said Power of Attorney and in terms of the **Development Agreement dated 4th February, 2011 and 9th February, 2011** has had the right and liberty to receive the cost of the Unit together with undivided proportionate share of land in the said premises and for this purpose the developer herein floated advertisement expressing its/ his willingness to sell his allocated flats, open car parking space, shops and/or commercial spaces of the said building including the said unit.

(E) Relying on the aforesaid representation and guarantee of the Vendors and the Developer, the Purchaser herein after thorough inspection has been satisfied in all respects regarding documents, materials used with all necessary fittings and fixtures of Multi Storied Building, comprising of several self-contained independent flats, car parking spaces, which include the Purchaser's **Apartment No.**_____ containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq. Ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft., be the same a little more or less on the _____ **Floor** of the **Block No.** ____ of the Project to be known as "**Star Luxuria**" together with right to park _____ car at the open car parking space on the ground floor level **being no.**_____ situated within the said Project (hereinafter collectively referred to as the "**said Apartment**") more fully mentioned in the **Second Schedule** hereto and the Purchaser has agreed to the measurement of the said unit as measured by the Architect of the Developer and hereby gives his express consent to the same and undertakes not to raise any question and/ or create any dispute in connection with the same and in respect thereof an Agreement for Sale was entered into by the parties hereto on and the Purchaser in terms of the said Agreement from time to time has paid a sum of **Rs.**/- (**Rupees** **only**) for consideration of the said unit together with undivided proportionate share of land and the rights and properties appurtenant thereto and the Developer has handed over vacant possession of the said unit, which is complete in all respect and the rights and properties appurtenant thereto as booked by the Purchaser to the entire satisfaction of the purchaser and the purchaser also has taken

peaceful possession of the said Unit and the rights and properties appurtenant thereto and in pursuance whereof, the vendors hereby selling, conveying the said **Apartment No.**_____ containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of ____ Sq. Ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft., be the same a little more or less on the _____ **Floor** of the **Block No.**____ of the Project to be known as “**Star Luxuria**” together with right to park _____ car at the open/covered (dependent or independent) parking space on the ground floor level **being no.**_____ situated within the said Project (hereinafter collectively referred to as the “**said Apartment**”) more fully mentioned in the **Second Schedule** hereto and the rights and properties appurtenant thereto and the Developer hereby confirms the same as confirming party by executing this Deed of Conveyance unto and in favour of the Purchaser forever.

NOW THIS INDENTURE WITNESSETH as follows :

- I. That in pursuance of the said Agreement and in consideration of total sum of **Rs./- (Rupees only)** paid by the Purchaser to the Developer time to time for the cost of the said Unit and the rights and properties appurtenant thereto the Developer/ Confirming Party by memo of receipt hereunder admits and acknowledges and of and from the payment of the same the vendors and the developer forever release, discharge, acquit and exonerate the purchaser the property hereby granted, transferred and conveyed. The vendors doth hereby grant, sell, convey, transfer, assign and assure and the Developer/Confirming party hereby confirms the same unto and in favour of the Purchaser ALL THAT

Apartment No. _____ containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq. Ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft., be the same a little more or less on the _____ **Floor** of the **Block No.** _____ of the Project to be known as **“Star Luxuria”** together with right to park _____ car at the open car parking space on the ground floor level **being no.** _____ situated within the said Project (hereinafter collectively referred to as the **“said Apartment”**) more fully mentioned in the **Second Schedule** hereto TOGETHER WITH undivided proportionate share in land and the rights and properties appurtenant thereto which, inter alia, include the undivided proportionate share or interest in land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in PART – I and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate right, title, and/ or interest of the Vendors and the Developer in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner or former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively called “the property”) free from all encumbrances and/ or alienation, whatsoever TO HAVE AND TO

HOLD the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the GOVERNMENT OF WEST BENGAL, THE RAJPUR-SONARPUR MUNICIPALITY or any other concerned authorities and subject to the condition that the said flat will be used only for residential purpose.

II. THE VENDORS AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER as follows :

- i) That the interest which the vendors hereby profess to transfer, subsists and the vendors have good right, title, full power and absolute authority to grant, sell, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Developer hereby confirms the same unto and in favour of the purchaser absolutely and forever.
- ii) That the Vendors and the Developer/ Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property, i.e. the

Unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

- iii) That the property (i.e. the Unit, the undivided share of land and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debuttar, trusts, made or suffered by the Vendors and developer or any person or persons arising or lawfully rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendors and the Developer.

- iv) That the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the unit together with undivided proportionate share in land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issue and profits thereof for his use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendors or any person or persons lawfully claiming or to claim through under or in trust for the vendors and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by, from, under or in trust for the Vendors.

- v) That the Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser make, do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance,

matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purchaser.

- vi) That the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Vendors and the Developer unto and in favour of the purchaser.
- vii) That the purchaser shall, hereafter, have the right to get mutated his name in the record of the Rajpur-Sonarpur Municipality, in the record of rights of the B.L.&L.R.O. or any other authority or authorities concerned, as a sole owner of the Unit, rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the unit, rights and properties appurtenant thereto and until and unless the unit is separately assessed, the Purchaser will pay proportionate share of rates and taxes.
- viii) That the Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in PART – I and II of the THIRD SCHEDULE hereunder written.

- ix) AND THAT unless prevented by fire or some other irresistible accident the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or at any hearing, suit, to the purchaser and/or the agent/s of the purchaser or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendors or the Developer, as the case may be, shall keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such document from alienating and/ or encumbering the unit, rights and properties in any manner whatsoever.

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows :

- i) That the Purchaser shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings described in the FOURTH SCHEDULE hereunder proportionately.
- ii) That the Purchaser shall not raise any unreasonable objection in respect of the said unit and put any requisition concerning the nature, scope and extent thereof.
- iii) That the Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses, impositions and all other outgoings in respect of the unit and the rights and properties

appurtenant thereto from the date of delivery of possession of the unit and the rights and properties appurtenant thereto.

- iv) That the Purchaser shall have the right to apply for and have the unit, rights and properties appurtenant thereto mutated in his name and separately assessed for the purpose of assessment of Municipal rates and taxes.
- v) That until such time the unit and the rights and properties in the building is separately assessed and/ or mutated in respect of Municipal rates and taxes or impositions, the purchaser shall deposit the same to the developer; until the Owners' Association is formed by the Developer and the association takes over charge of actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, the purchaser shall deposit the same to the developer.
- vi) That upon separation and/ or mutation of the unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates and taxes and impositions the purchaser shall pay such tax impositions, as may be assessed, in respect of the said Unit and the rights and properties appurtenant thereto directly to the Rajpur-Sonarpur Municipality.
- vii) That the Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including

multistoried building tax, Urban Land Revenue, if any, water tax etc. in respect of the building and the unit proportionately.

- viii) That the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with his obligations hereunder convening the payment and/or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Developer to the Purchaser.
- ix) That the Purchaser hereby undertakes to enter into Association of flat owners to be formed by the Developer in the newly constructed building for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes, and the purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Developer and thereafter with the Owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- x) That the Association and the Co-owners in the Building shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of his respective obligations hereunder.

- xi) That the Purchaser shall at his own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside wall of the said Unit and shall keep the unit and every part thereof, fixtures and fittings therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition as a decent and respectable place for residential purpose.

IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASER shall not -

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof.
- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and / or occupants of the other portions of the said building and / or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.

- vii) obstruct in any manner the Developer –Kaberi Construction in making further construction or transferring any right in or on the said land, building or other Units, parking space, shops, commercial space etc.
- viii) claim any partition or sub-division of the said land or the common parts.
- ix) obstruct or raise any objection in case the proportionate undivided share in land is reduced by reason of the Developer making further construction on the said premises and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
- x) obstruct the Developer and its surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchaser to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchaser to repair the defects within seven days of such notice the repairs/ defects should be made good at the cost of the Purchaser.
- xi) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, boarding, guest house, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities or for any business or trade of any manner, save and except the unit for residential purpose.

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Description of Land)

ALL THAT the piece and parcel of land containing an area of **21 decimals**, be the same a little more or less, lying and situated at **Holding No. 552, West Balia**, Ward No. 1 of the Rajpur-Sonarpur Municipality and comprised in **L.R. Dag No. 10 appertaining to L.R. Khatian Nos. 1605, 1606, 1604, 1608 and 1607** corresponding to **R.S. Dag No. 44**, R.S. Khatian No. 76 of Mouza – Balia, J.L. No. 46, Police Station – Sonarpur, District – South 24 Parganas, Kolkata – 700084 and butted and bounded as follows:

ON THE NORTH :

ON THE EAST :

ON THE SOUTH :

ON THE WEST :

THE SECOND SCHEDULE AS ABOVE REFERRED TO

(Description of Unit)

ALL THAT a Flat being identified as **Apartment No.** ____ containing a carpet area of ____ Sq. Ft., type ____ BHK, **WITH** Exclusive balcony area of ____ Sq. Ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of ____ Sq. Ft., be the same a little more or less on the ____ **Floor** of the **Block No.** ____ of the Project to be known as **“Star Luxuria”** together with right to park ____ car at the open/covered (dependent or independent) parking space on the ground floor level **being no.** ____ situated within the said Project (hereinafter collectively referred to as the **“said Apartment”**) together with undivided proportionate share in land, as mentioned in the FIRST SCHEDULE hereinabove, including undivided interest in the common areas and facilities along with all necessary fittings and fixtures attached to the said flat at the said New Building being the part and portion of the

Premises/ Holding No. 552, West Balia, Ward No. 01 within the limits of the Rajpur-Sonarpur Municipality, Police Station – Sonarpur presently Narendrapur, District – South 24 Parganas, Kolkata - 700084. The said flat is shown, delineated and depicted by Colour '**RED**' in the map/ plan annexed herewith which is deemed to be a part and parcel of this indenture.

THE THIRD SCHEDULE AS ABOVE REFERRED TO

PART - I

(Common Parts)

1. The common passage on the Ground Floor unless specifically mentioned.
2. Water pump, water pipes and other common plumbing installations.
3. Drainage and Sewers.
4. Boundary wall and main gate, ultimate roof.
5. Staircase, Lift, Caretaker's Room.
6. Such other common facilities specified by the Developer expressly to be the common parts of the said building.

PART - II

(The Easements)

1. The right in common with other purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other purchasers to get electricity, water connection from and to any other Unit or common parts through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.
3. None of the parties will be entitled to block any passage or to alter any common passage, but the Developer shall have the right to alter any such common passage so long as the utility provided to the Purchasers or occupiers in the building is not obstructed and/ or hampered.

THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(i.e. the common expenses and maintenance of the Building)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building if any.

3. All charges and deposits for supplies for common utilities and taxes.
4. The purchaser shall pay proportionate amount for installation of Transformer/ Infrastructure cost for the purpose of common electric meter and shall also pay additionally for individual electric meter for getting electricity connection and proportionate cost for generator and other statutory expenses.
5. All litigation expenses for protecting the title of the said land and building.
6. All expenses and outgoings as may be determined by the Developer and/ or association/ committee to be formed by the Developer to protect the interest/ rights of the Purchasers/ owners.
7. All expenses referred above shall be borne and paid proportionately by the co-purchaser/ owners from the date of taking possession of their respective flat.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this the day, month and year first above written.

Signed, Sealed and Delivered
in the presence of following
WITNESSES :

1.

SIGNATURE OF THE
CONSTITUTED ATTORNEY OF
THE VENDORS

2.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

Drafted and prepared by -

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB91/05.

SIGNATURE OF THE PURCHASER

MEMO OF RECEIPT

Received the within mentioned total sum of **Rs.**/-
(Rupees only) in full being
consideration money from the within mentioned purchaser in the
following manner –

Particulars	Amount (in Rs.)
TOTAL	

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY