

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made at Kolkata on this the ..... day of  
.....**2019** (Two thousand and nineteen).

**BETWEEN**

**(1) SRI UTTAM KUMAR KUNDU (PAN: AFYPKI78IM)**, son of Late Jadab Chandra Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at 13 /8D, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067, **(2) SRI SAMIRAN KUNDU, (PAN: BEWPKI160G)**, son of Shri Uttam Kumar Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at Block-AE, Plot No. 124, Post Office: Bidhannagar, Police Station : Bidhan nagar (North), Kolkata-700064, **(3) SRI GOPAL GHOSH (PAN: ADYPG63I2N)**, son of Late Kartick Chandra Ghosh, by faith -Hindu, by Occupation : Business, by Nationality - Indian, **(4) MRS. PRIYANKA GHOSH, (PAN: AROPG5007G)**, wife of Shri Mrinal Kanti Ghosh and daughter of Sri Gopal Ghosh by faith -Hindu, by Occupation : Business, by Nationality -Indian, both Nos. 3 and 4 are residing at Bangla Hayatpur, Post Office: Batanagar, Police Station : Maheshtala, Kolkata-700140, hereinafter, referred to and called the **“OWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs , executors, administrators, representatives and nominees) of the **ONE PART** (Herein **OWNER/VENDOR** is represented by Shri Uttam Kumar Kundu son of Late Jadab Chandra Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at 13 /8D, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067 and Shri Gopal Ghosh son of Late Kartick Chandra Ghosh, by faith -Hindu, by Occupation : Business, by Nationality - Indian residing at Bangla Hayatpur, Post Office: Batanagar, Police Station : Maheshtala, Kolkata-700140 Directors of **LIBERTY REAL ESTATE PRIVATE LIMITED** as Power of Attorney holder of **OWNER/VENDOR** as **POWER OF ATTORNEY** Executed and Registered in the Office of A.D.S.R. – Sealdah vide Book No.-I, C.D. Volume No. –1606-2018, Page 9131 to 9153 being No.- 160600265 for the year 2018).

**AND**

**LIBERTY REAL ESTATE PRIVATE LIMITED, (PAN AABCL5521B)**, registered under the Indian Companies Act. 1956, having its registered office at 157/2A, Acharya Prafulla Chandra Road, P.O.- Shyambazar, P.S. – Shyampukur, Kolkata – 700004 (formerly 13A/27, Ariff Road, P.O. & P.S. : Ultadanga, Kolkata-700067), hereinafter referred to and called the **“DEVELOPER”** represented by it’s two directors namely **SHRI UTTAM KUMAR KUNDU (PAN: AFYPKI78IM)**, son of Late Jadab Chandra Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at 13 /8D, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067 and **SHRI GOPAL GHOSH (PAN: ADYPG63I2N)**, son of Late Kartick Chandra Ghosh, by faith -Hindu, by

Occupation - Business, by Nationality - Indian residing at Bangla Hayatpur, P.O.:  
Batanagar, P.S.- Maheshtala, Kolkata-700140 (Which expression shall unless excluded  
by or repugnant to the context be deemed to its Successors -in-Office and assigns) of  
the **SECOND PART**;

**AND**

....., (PAN:.....) son/daughter/wife of ....., and  
by faith-Hindu, by Occupation-....., and ....., husband/father/mother of  
..... by faith-Hindu, by occupation-..... residing at  
..... hereinafter referred to and called as the  
**PURCHASERS** (which terms or expressions shall unless excluded by or repugnant to  
the context or subject be deemed to mean and include their heirs, executors,  
administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** the Landowners herein purchased from Smt. Aparna Seth, Smt.  
Chandrani Choudhury , Sri Priyajit Kumar Seth, Smt. Suparna Dolui, Smt. Rinku  
Chatterjee Sri Sandip Kumar Sett, Smt. Sunita Ghosh, Smt. Gargi Seth, Sri Tomoghna  
Sett, Sri Sankar Sett, Sri Sayan Basak, Smt Mita Das, Smt. Karabi Basak, Smt. Arati  
Basak, Smt. Lily Basak, Smt. Molly Sil, Sri Promit Kumar Sett, Smt. Meenkshi Sett, Smt.  
Eapsita Samaddar, Smt. Banani Sett, Sri Prasenjit Sett, Smt. Shyamali Dutta, Sri  
Shomenath Sett, Smt. Anuradha Mukherjee, Smt. Anurupa Basak, Smt. Rama Sett,  
Smt. Kalyani Sett, Smt. Basana Sett, by a registered Deed of Conveyance dated 9th  
day of May, 2016 which was executed & registered in the office of the Additional  
'Districts Sub Registrar Sealdah, and entered in Book No. I, Volume No. 1606- 2016,  
pages from 37816 and 37927, being No. 160601331 for the year 2016 **ALL THAT** the  
piece and parcel of ,Government Revenue freehold Bastu land measuring about 28  
(twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less  
together with 52 years old brick built asbestos roof, cemented floor residential  
structures standing in a part of the said land having covered area 2000 sq. ft. more or  
less lying and situated as Mouza Ultadanga being Premises No. 19/ I, Biplabi Barin  
Ghosh Sarani (formerly 'Murari Pukur Road), Police Station - Manicktala,  
Kolkata-700067.

**AND WHEREAS** the land owners herein thus seized and possessed sufficiently the  
aforesaid land and property being Premises No. 19/I, Biplabi Barin Ghosh Sarani  
(formerly Murari Pukur Road), Police Station: Manicktala, Kolkata-700067 measuring

about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together brick built structure standing thereon absolutely without any interference and hindrance thereof.

**AND WHEREAS** the owners herein after purchasing the land applied for Mutation in the Assessment Collection Department (North/South) of Kolkata Municipal Corporation on 25/06/2016 in respect of premises No. 19/l, Biplabi Barin Ghosh Sarani (formerly 'Murari Pukur Road), Police Station - Manicktala, Kolkata-700067 to the competent authority of Kolkata Municipal Corporation and Kolkata Municipal Corporation has granted the said premises Mutation in favoure of respective owners Shri Uttam Kumar Kundu Shri Samiran Kundu, Shri Gopal Ghosh and Smt. Priyanka Ghosh being Assessee No. 110320500011.

**AND WHEREAS** the said structure in a dilapidated condition as well as the condition of the land is in a very bad state of affairs accordingly for the purpose of development of the land and the said structure the owners have decided to enter into a Development Agreement with the developer herein by constructing multistoried buildings on the entire land measuring about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together with structure thereon being Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station : Manicktala, Kolkata- 700067 and for the smooth running and/or execution of the project the owners have agreed to execute a registered Power of Attorney by which the owners herein have appointed and nominated Sri Uttam Kumar Kundu and Sri Gopal Ghosh jointly as their Constituted Attorney and to avoid future complication, contradiction and disputes both the parties have agreed to execute a formal development agreement with proper notification of the allocation shared between the owners and the developer.

**AND WHEREAS** the developer hereof before execution of the present agreement completely satisfied regarding the nature, right title and interest of the owners over the property intended to be developed and the said developer has further confirmed marketable value and consideration of the said property and thereby agreed to invest and /or provide appropriate funds for the purpose of development of the said premises stated and described in the First Schedule herein below exclusively at its own costs and expenses.

**AND WHEREAS** With the intent of undertaking the development of the said Premises the Owner and the Developer had entered into a Development Agreement dated 24<sup>th</sup> January 2018 which has been registered at the office of the A.D.S.R, Sealdah in Book

No. I Volume No. 1606- 2018 Pages 9058 to 9097 Being No. 160600262 for the year 2018 whereby the Owner granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT).

**AND WHEREAS** In pursuance of the said Development Agreement the Developer caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 20190030020 dated -23 May 2019 (hereinafter referred to as the PLAN) (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Developer in the name of the Owner became entitled to construct erect and complete a new building at the said Premises G+IV storied building (hereinafter referred to as the NEW BUILDING)

**AND WHEREAS** The Developer thereafter caused itself to be registered in accordance with the provisions of the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 (hereinafter referred to as the PROMOTERS ACT) in accordance with the provisions of Section 3 Sub Section (7) of the Promoters Act.

**AND WHEREAS** In pursuance of the said Plan the Developer became entitled to construct erect and complete a new building at the said Premises G+IV storied building comprising of various flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other

**AND WHEREAS** By an Agreement dated ----- entered into between the parties hereto the Owner and the Developer agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the new building then in course of construction of the said Premises containing by estimation an area of \_\_\_\_\_ sq.ft. (Carpet area) (be the same a little more or less) **TOGETHER WITH** \_\_\_\_\_ open/covered car parking space on the ground floor of the said building **TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said

UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said SALE AGREEMENT).

**AND WHEREAS** The Developer has since constructed erected and completed a new building at the said Premises in accordance with the said Plan and the Purchaser in his/her turn has made payment of the entirety of the consideration amount and other amounts payable in terms of the said Sale Agreement and has now requested the Owner and the Developer to execute the Deed of Conveyance and/or transfer in respect of the said Unit and the Properties Appurtenant Thereto which the Owner and the Developer have agreed to do for the consideration and subject to the terms and conditions hereinafter appearing

**NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

### **SECTION I – DEFINITIONS**

In this Deed Agreement the following expressions shall have the meanings assigned to them as under:

1.1 **BUILDING** shall mean the new building and/or other structures constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.

1.2 **PURCHASER** shall mean the said ----- shall include their respective heirs, legal representatives, executors, administrators and assigns

1.3 **CAR PARKING SPACES** shall mean All that the -----car parking space/s on the ground floor of the said Premises to be used by the Purchaser for parking of cars.

1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.

1.5 **COMMON EXPENSES/THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the Seventh Schedule hereunder written.

1.6 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways. Lifts, Lift-shafts, pump rooms, machine room, water tank, and other

facilities whatsoever required for maintenance and/or management of the building to be determined by the Vendor in its absolute discretion at the time of making over of the possession of the said Unit (more fully and particularly described in the **THIRD SCHEDULE** hereunder written).

1.7 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.

1.8 **HOUSE RULES/USER** shall mean the rules, restrictions and regulations regarding the user/holding of the said Unit as hereinafter stated.

1.9 **PLAN** shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation made or as may be made by the Vendor from time to time as permissible in law.

1.10 **PREMISES** shall mean **ALL THAT** the Premises No. 19/1 Biplabi Barin Ghosh Sarani, P.S.- Manicktala, Kolkata 700 067 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written) .

1.11 **ULTIMATE ROOF** shall mean the ultimate roof of the building situated at the said Premises whereon various installations are installed such as water tank, lift room and other installations.

1.12 **DEVELOPER** shall mean the said **LIBERTY REAL ESTATE PVT. LTD.** a limited liability Company and shall mean and include the present Director and/or Directors and/or those who may be taken in and/or admitted as Director and/or Directors and their respective heirs, legal representatives, executors administrators and assigns.

1.13 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

1.14 **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the Flat No.----- on the -----floor of the said new building containing by estimation an area of -----sq.ft. (Carpet area) (more or less) **AND SECONDLY ALL THAT** the ----- open/car parking space/s bearing Nos.-----**AND THIRDLY ALL THAT** the Servants Room situated on the ----- floor of the said new building containing by estimation an area of ----- (more or less) (Carpet area) **AND FOURTHLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities **AND FIFTHLY ALL THAT** the undivided proportionate share underneath the said building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).

## **SECTION II – INTERPRETATIONS**

2.1 In this Agreement (save to the extent that the context otherwise so requires): -

- i. Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.



### SECTION III – ACKNOWLEDGEMENT, CONFIRMATION AND DISCLAIMER

#### 3.1 At or before execution of this Indenture the Purchaser:

i. Has fully satisfied himself/herself as to the title of the Owner Vendor in respect of the said Premises and the right of the Developer under the said Development Agreement.

ii) Have obtained copies of all title deeds and other relevant documents pertaining to the title in respect of the said premises.

iii) Have inspected the said Plan and is fully satisfied in respect hereof.

iv) Have inspected the said New Building and is fully satisfied as to the workmanship and specifications used in construction thereof.

v. Acknowledge that the right of the Purchaser shall remain restricted to the said Unit.

vi) Are fully satisfied as to the location of the common parts and portions.

vii) Are fully satisfied as to the total super built-up area comprised in the said Unit.

viii) Acknowledge that the terms and conditions of this Deed are reasonable and fair.

ix) Have obtained independent legal advice.

x) Acknowledge that non performance of any of the terms and conditions herein contained and on the part of the Purchaser to be performed and observed is likely to affect the right and interest of other unit owners/flat owners in the said building.

And have agreed not to have any claim nor raise any objection on any account whatsoever or howsoever

**SECTION IV - SALE AND TRANSFER**

**4.1 THAT** in consideration of the said Sale Agreement dated -----  
AND in further consideration of a sum of Rs. -----/- **(Rupees**  
----- **only)** of the lawful money of the Union  
of India well and truly paid by the Purchaser to the Owner (the receipt whereof the  
Owner doth hereby and also by the receipt hereunder written doth admit and  
acknowledge to have been received) and in further consideration of a sum of Rs.  
-----/- (Rupees ----- -- only) of the lawful money  
of the Union of India well and truly paid by the Purchaser to the Developer) thus  
aggregating Rs. -----/- (Rupees -----) only  
and of and from the payment of the same and every part thereof) the Owner and the  
Developer and each one of them doth hereby sell transfer convey assure assign and  
grant **ALL THAT** the Flat No.----- on the -----floor of the said new building containing  
by estimation an area of -----**sq.ft.** (Carpet area) (more or less) **AND**  
**SECONDLY ALL THAT** the ----- open/car parking space/s bearing  
Nos.-----**AND THIRDLY ALL THAT** the Servants Room situated on the ---- -- floor  
of the said new building containing by estimation an area of ----- (more or less)  
(Carpet area ) **AND FOU RTHLY ALL THAT** the undivided proportionate share in all  
common parts portions areas facilities and amenities **AND FIFTHLY ALL THAT** the  
undivided proportionate share underneath the said building appurtenant and/or  
allocable thereto (more fully and particularly mentioned and described in the  
SECOND SCHEDULE hereunder written situation whereof is shown and delineated in  
the map or plan annexed hereto and bordered in **RED** thereon) **TOGETHER WITH** the  
right to use the common areas installations and facilities in common with the  
other co- Purchaser and the owners and the other lawful occupants of the Building  
and/or Housing Complex (more fully and particularly mentioned and described in  
the **THIRD SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such  
rights easements quasi- easements privileges reserved for any particular Flat/ unit  
and/or the Society and/or Association of Co-owners (more fully and particularly  
mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND**  
**TOGETHER WITH** all easements or quasi- easements and provisions in connection  
with the beneficial use and enjoyment of the Said Unit and the Properties  
Appurtenant Thereto (more fully and particularly mentioned and the and described  
in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said UNIT  
hereby sold transferred and conveyed and every part or parts or parts thereof unto  
and to the use of the Purchaser **SUBJECT TO** the House Rules and the restrictions  
(more fully and particularly mentioned and the and described in the **SIXTH**

**SCHEDULE** hereunder written) **AND** also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written).

## **SECTION – V**

### **5. AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER** as follows:

a. **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Owner and/or the Developer or executed or knowingly suffered to the contrary the Owner and the Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Unit and the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b. **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Owner now have in themselves good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.

c. **THAT** the Said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Vendor and/or the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and/or the Owner.

d. **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and/or the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

e. **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

f. **THAT the Vendor and the Owner** and all persons having or lawfully or equitable claiming any estate or interest in the Said Unit or any part thereof through under or in trust for the Vendor and the Owner shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g. **THAT** the Vendor and/or the Owner has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

## **SECTION VI – PURCHASER’ COVENANTS**

### **6. AND THE PURCHASER AND EACH OF THEM HEREBY COVENANT WITH THE VENDOR AND THE OWNER** as follows:

i. **THAT** the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Building.

ii. **THAT** the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the owner and until Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax

and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Vendor and upon appointment of the Facility Management Company (FMC) or Holding Organisation to such FMC and/or or Holding Organisation without raising any objection whatsoever.

iii. **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable ifuture (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Unit and Proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Vendor and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

## **SECTION VII – OTHER COVENANTS**

### **7. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

i. **THAT** the Undivided share in the land attributable to the said Unit and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartible.

ii. **THE** right of the Purchaser shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.

iii. **THE** said building constructed at the said Premises shall always be known as “**LIBERTY FLORA GARDEN**”.

iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES) .

v. The Purchaser shall obtain separate electricity meter for the said Unit in its/his/her name at own cost/expenses for that the Vendor shall offer the necessary assistance. The PURCHASER agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

vi. The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will independently be entitled to enforce the same against the Purchaser.

### **SECTION VIII - POSSESSION**

8.1 It is hereby confirmed recorded and declared that the Purchaser have been put in vacant possession of the said Unit (hereinafter referred to as **POSSESSION DATE**) and the Purchaser acknowledge having received the possession of the said Unit.

8.2 On and from the said Possession Date the Purchaser have agreed that they shall:

a. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Unit and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.

**SECTION IX – CONTROL OF COMMON PARTS – MAINTENANCE – PAYMENT OF CAM CHARGES :**

9.1 In accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the **ACT**) an Association is to be formed of the Flat Owners in accordance with Section 17 of the said Act and as such upon formation of the Association the common parts and portions of the said Housing Complex shall stand transferred and/or vested in such Association without any further act deed or thing.

9.2 As and when such Association is formed the Purchaser shall become a member of such Association and the Purchaser agrees to sign and execute all deeds documents and instruments as may be necessary and/or required for the purpose of formation of such association

9.3` **Maintenance Charges** – The Developer/Promoter is obligated to render common services to the owners and/or occupiers of the said new building for a period of three months from the date of occupancy certificate being granted and upon expiry of the said period the Purchaser shall be liable and agrees to make proportionate share of the maintenance charges to the said Association and/or to any persons entitled to receive the same.

**SECTION X – ROOF AND OTHER AREAS**

10.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building shall be and/or has been agreed to be the roof over and above the fourth floor of the said building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed (hereinafter referred to as the ROOF)

10.2 The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that they shall not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO (PROPERTY)**

**ALL THAT** the piece and parcel of Government Revenue Freehold land measuring 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together with 52 years old brick built asbestos roof, cemented floor residential structures standing in a part of the said land having covered area 2000 sq. ft. more or less lying and situated as Mouza Ultadanga comprised in Dihi Panchannagrarn in Division No.2, Sub Division 10, Holding No.27, 27A and 28, under the Kolkata Municipal Corporation being Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station : Manicktala, Kolkata-700067, having Corporation Ward No. 32, Borough No. III, Assessee No. I 1- 032-05-000I-1 under the ADSRO, Sealdah District South 24 Parganas, butted and bounded in the manner following that is to say:

ON THE NORTH : By the premises No. 4, Rama Kanta Sen Lane;

ON THE SOUTH : By 20ft. wide Biplabi Barin Ghosh Sarani;

ON THE EAST : By premises no. 20, 20/1 to 20/5, Biplabi Barin Ghosh Sarani;

ON THE WEST : By premises No.3, Rama Kanta Sen Lane;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(UNIT AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT** the Apartment No. -----on the ----- floor of the new Building now in course of construction of the said Premises containing by estimation an area of -----sq.ft. (more or less) (Carpet area ) TOGETHER WITH -----one open/covered car parking spaces being No. ----- on the ground floor (open to sky) TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(COMMON PARTS AND PORTIONS)**

**1.** The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.



- 2.** Entrance and exit gates of the premises. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
- 4.** Entrance lobby in the ground floors of the building. Driveways in the ground floor/1st floor of the said premises.
- 6.** Staircase including landing on all the floors of the said building upto top floor.
- 7.** Lifts and their accessories installations and spaces required therefore.
- 8.** Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
- 9.** Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- 10.** Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
- 11.** Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 12.** Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
- 13.** Common toilets in the ground floor of the premises.
- 14.** Room for darwan/security guard, caretaker's office in the ground floor of the premises.
- 15.** Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
- 16.** Windows/doors/grills and other fittings of the common area of the properties.
- 17.** Boundary Walls.
- 18.** Ultimate Roof and demarcated portion of the roof of the podium as well.
- 19.** Fire Fighting system/control room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(Easements or Quasi - Easements)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Vendor and/or the Holding Organization.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Easements or Quasi - Easements)**

The under mentioned rights easements and quasi easements privileges of the Purchasers to be enjoyed along with other co- occupiers.

i. The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.

ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.

iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.

iv. The right of support shelter and protection of the Said Unit by or from all parts of the Block so far they now support shelter or protect the same.

v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Restrictions / House Rules)

After the Purchasers have taken over possession of the said Unit the Purchasers as a separate covenant has agreed:

a. TO CO-OPERATE with the other co-Purchasers and/or co-buyers and the Vendor in the management and maintenance of the said building.

b. TO OBSERVE the rules framed from time to time by the Vendor and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.

c. TO ALLOW the Vendor and/or its authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.

d. TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the FOURTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendor and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchasers.

e. TO DEPOSIT the amounts reasonably required with the Vendor and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.

f. TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

g. To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever.

h. To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit

i. From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit

j. To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit The Purchasers hereby further covenants by way of negative covenants as follows:

a. NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.

b. NOT TO do any act deed or thing whereby the user of the lawn and other open spaces is hindered or obstructed.

c. NOT TO throw any litter or waste in the lawn and open spaces excepting for in the receptacles and/or waste bins provided for such purpose.

d. NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

e. NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.

f. NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

g. NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.

h. NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.

i. NOT TO DO or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

j. NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.

k. NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.

l. NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

m. NOT to cook or permit to be cooked or prepared any non vegetarian food in the said Unit

n. NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex.

o. NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex .

p. NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.

q. NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.

r. NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Vendor/FMC differs from the colour scheme of the building or deviation or which in the opinion of the Vendor/FMC may affect the elevation in respect of the exterior walls of the said building.

s. NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Vendor Architect / FMC.

t. NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

u. NOT TO make in the said Unit any structural addition and / or alteration such as

beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Vendor/FMC and / or any concerned authority.

v. THE PURCHASERS shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchasers shall be entitled to avail of the central antenna facilities to be provided by the Vendor/FMC to the Purchasers and also the other owners of the units in the said Premises at their cost.

w. The Purchasers shall not object to the sale of any unsold stock.

x. NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

y. NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

z. NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendor/FMC.

aa) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.

bb) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

#### **CAR PARKING/TWO-WHEELER SPACE/S:**

a. Parking of Car/Two-Wheeler(s) will be permitted only if specifically allotted. No

parking of Two-wheeler(s) will be permitted unless such space is purchased from the Vendor. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Vendor.

b. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).

c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).

d. THE Purchasers shall not park nor shall permit anybody to park the car(s) /Two-wheeler(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s) /Two-wheeler(s).

e. IN the event of the Purchasers washing car(s) or permitting anybody to wash car(s) /Two-wheeler(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchasers to clean up the entire space.

f. THE Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.

g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).

h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.

i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

The aforesaid negative covenants are independent of each other and are capable of being enforced independently

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses/Maintenance Charge)**

1. Repairing rebuilding repainting landscaping improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.



2. Painting with quality paint as often as may (in the opinion of the Holding Organisation /Maintenance Company) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Vendor/Holding Organization may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the

amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Unit.

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Vendor may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Private Limited Company/Maintenance Company it is reasonable to provide.

21 In such time to be fixed annually as shall be estimated by the Vendor/Holding organization/Maintenance Company (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account by the Holding organization/Maintenance Company for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation with the terms of this Schedule.

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

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

in the presence of:  
1.

.....  
**SIGNATURE OF THE PURCHASERS**

in the presence of:  
2.