

This deed of Conveyance executed on this (Date) day of (Month), 20 ,

By and Between :

(1) SRI DEEPNATH ROY CHOWDHURY(PAN ACWPR7683Q) (Adhaar)**(2) SRI RUPNATH ROY CHOWDHURY** (PAN ADGPR5375Q) (**Adhaar**)**(3) SRI MEGHNATH ROY CHOWDHURY** (PAN ADGPR5377N) (Adhaar) all sons of Late Dharendra Kishore Roy Chowdhury; all by faith Hindu; all by occupation Business; all by nationality Indian; all residing at 15B, Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019; all represented by their duly authorized Constituted Attorney

SRI ROSHAN BURMAN (PAN AZLPB3537D) (adhaar) son of Sri AnuBurman, by faith Hindu; by occupation Business; by nationality Indian, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata - 700027, collectively hereinafter referred to as the **OWNERS** (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the **FIRST PART**;

AND

M/s CAPRICORN ESTATES, a registered Partnership Firm (PAN AALFC7333H), registered under the Indian Partnership Act 1932, having its registered office at Capricorn Willows, Flat 1A, 73 ManickBandopadhyaySarani, Police Station Regent Park, Post Office Regent Park, Kolkata - 700 040, represented by one of its Partners **SRI ANU BURMAN** (PAN ADPPB5203J), son of Sri Bijay Kumar Burman, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata - 700027, authorized vide hereinafter referred to as the "**PROMOTER**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/ their assigns) of the **SECOND PART**

AND

(If the allottee is a company)

,(CIN no.) a company incorporated under the provisions of the Companies Act , (1956, or the Companies Act , 2013 as the case may be), having its registered office at (PAN),represented by its authorized signatory ,(Aadhaar no.) duly authorized vide board resolution dated , hereinafter referred to as the "Allottee"(which expression shall unless repugnant to the context or meaning

thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

(OR)

(If the allottee is a partnership)

, a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____ (Aadhaar no. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

(OR)

(If the allottee is an Individual)

Mr. /Ms _____ (Aadhaar no. _____) son/daughter of, aged about _____ residing at _____

_____, (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest, and permitted assigns).

The promoter and Allottee shall hereinafter collectively be referred to as the parties and individually as a "Party"

DEFINITIONS:

For the purpose of this Conveyance, unless the context otherwise requires, --

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

WHEREAS:

A. (i) One Smt. TarulataNaskar, Gobinda Chandra Naskar, Paresh Chandra Naskar, Mahesh Chandra Naskar, Kartick Chandra Naskar, Smt. Lakshmi Purkait and Smt. SaraswatiNaskar were absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land containing area of 3 cottahs 24 sqft more or less comprised in portion of R S Dag No 48, R S Khatian No.178, Mouza- Kalikapur, J L No. 20, R S No.2 formerly within Police Station Kasba now PurbaJadavpur, District South 24 Pargana, withing the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.143, Kalikapur Main Road, Kolkata and were enjoying the same free from all encumbrances , liens, lispdependents etc.

(ii) One HirupadaSardar son of Late KanirqamSardar was absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs more or less.

(iii) By a Bengali Kobala dated 20thAshar, 1400 B.S. corresponding to 5th July, 1993 registered before the District Registrar Alipore and recorded in Book No.I, Bening No.9312 for the year 1993 the said HirupadaSardar as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza - Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station -Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) in favour of one Sri Gobinda Chandra Naskar, Sri Paresh Chandra Naskar, Sri Mahesh Chandra Naskar and Sri Kartick Chandra Naskar all jointly mentioned therein as Purchasers at or for a valuable consideration mentioned thereunder which was subsequently mutated in the names of the said Purchasers along with the First Plot stated herein above and then known as portion of Premises No.143, Kalikapur Main Road, Kolkata and jointly thus became entitled to and became the absolute joint owners of the said other Plot.

(iv) By an Indenture of Sale dated 8th August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.23, Pages 63 to 76, Being No.1118, for the year 1995 the Smt. TarulataNaskar and others all jointly as Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 3 Cottahs 24 Sq ft. more or less comprised in portion of R.S. Dag No.48, R.S. Khatian No.178, Mouza- Kalikapur, J.L. No. 20, R.S. No.2, formerly within Police Station Kasba, District South 24- Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.143, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of the said Plot.

(v) By an Indenture of Sale dated 08 August 1995, registered before the District Sub-Registrar-III and recorded in Book No. I, Volume No.24, Pages 53 to 66, Being No.1120, for the year 1995, the said Gobinda Chandra Naskar and others all jointly as Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 4 cottahs 7 chittaks 18 sq.ft. out of the entire land measuring 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza- Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station -Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No. 143, Kalikapur Main Road, Kolkata in favour of one Sri Dhirendra Kishore Roy Chowdhury mentioned therein as Purchaser at or for a consideration mentioned thereunder and thus the said Purchaser became the absolute owner of the said other Plot.

(vi) After such purchase as aforesaid the said Sri Dhirendra Kishore Roy Chowdhury duly applied for and mutated his name in the records of the Kolkata Municipal Corporation, Ward No.106 (Jadavpur Unit) which was

then known and numbered as Municipal Premises No.715, Kalikapur Main Road, Kolkata- 700 078.

(vii) One Smt. MangalaDasi wife of Chand Mohan Das absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No.49, R S Khatian No. 121, MouzaKalikapur, J L No. 20, R S No. 2, formerly within Police Station Kasba, District South 24 Parganas, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then known and numbered as Premises No.399, Kalikapur Main Road, Kolkata and was enjoying the same free from all encumbrances, liens, lispendents etc.

(viii) By a Bengali Kobala dated 24thMagh, 1374 B S corresponding to 7th day of February 1986 registered before the District Registrar Alipore and recorded in Book No.I, Volume No.23, Pages 192 to 197, Being No.868, for the year 1968 the said Smt. MangalaDasi as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No 49, R S Khatian No 121 MouzaKalikapur, J L No.20 R S No.2 formerly within Police Station Kasba, District South 24 Parganas, in favour of one SmtIla Rani Basu mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder and thus became entitled to and became the absolute owners of the such Plot.

(ix) By an Indenture of Sale dated 08 August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.24, Pages 67 to 78, Being No.1121, for the year 1995, the said Smt. Ila Rani Basu as Vendor sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 16 Satak more or less equivalent to 9 Cottahs 10 Chittaks and 39.6 sqft more or less comprised in portion of R S Dag No.50, R S Khatian No.89, MouzaKalikapaur, J L No. 20, R S No.2 formerly within Police Station Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.399, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy

Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of such Plot.

(x) The said Sri Dharendra Kishore Roy Chowdhury during his lifetime and until his death executed his last WILL and Testament dated 24th May 1995 whereby and where under the he bequeathed all his properties both moveable and immoveable whatsoever and wheresoever unto and in favour of his three sons namely (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, absolute and forever in equal shares.

(xi) The said Dharendra Kishore Roy Chowdhury died on 18/09/2001.

(xii) After the demise of the said Dharendra Kishore Roy Chowdhury one of the executors of the said Will Sri Meghnath Roy Chowdhury, applied for probate of the said Will on 18th July 2002 before the Hon'ble High Court at Kolkata in its Testamentary and Intestate Jurisdiction vide PLA No.219 of 2002 which was granted by the said Hon'ble Court on 25th July 2002, whereby and whereunder the said three beneficiaries (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, thus became entitled to all that piece and parcel of land measuring an area of 4 Cottahs 7 Chittack 18 sq. ft. be the same a little more or less situate lying at and being numbered as Premises No.715, Kalikapur Main Road, Kolkata - 700 078.

(xiii) As per directive of the said Will duly proved as aforesaid the Executors of the said Will by a Deed of Assent dated 1st April 2004 registered before the Additional Registrar of Assurances-I at Kolkata and recorded in Book No. I, Volume No.1, Pages 1 to 9 Being No.02720, for the year 2004 duly discharged and assent to the legacy of the immovable property amongst the legatees in terms of the said Will.

(xiv) Subsequently while seized and possessed of the present owners herein duly applied for and mutated their individual names in the records of the B L & L R O in respect the aforesaid properties as purchased and acquired as per Will stated above aggregating to a total of land measuring 17 Cottahs 2 Chittacks and 36 sq. ft. more or less vide Memo No.18/2072/MUT/B. L. & L. R. O./ATM/Kasba/08 dated 17.09.2008 and Memo No.18/2073/MUT/B. L. & L. R. O. /ATM/Kasba/08 dated 17.09.2008 and paid govt. revenues regularly while enjoying the same free from all encumbrances.

(xv) In the above referred circumstances the aforesaid Deepnath Roy Chowdhury, Rupnath Roy Chowdhury and Meghnath Roy Chowdhury each enjoying Undivided One Third share therein duly amalgamated and mutated their joint names in respect of the aforesaid First, Second and Third Plot purchased by them into a single premises in the records of the Kolkata Municipal Corporation, within Ward No.106, now being known and numbered as Municipal Premises No.399, Kalikapur Main Road, Police Station - formerly Kasba now PurbaJadavpur, Kolkata- 700 078 and are jointly enjoying the same free from all encumbrances, paying taxes regularly.

(xvi) In the manner stated above, the present Owners herein become the absolute Owners of the said premises and were in possession of the said premises and the Owners have a marketable title thereto.

(xvii) The Owners abovenamed namely Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury became the full and absolute owners partly by purchase and partly by legacy of land admeasuring an area of 17 cottah 2 chittack 36 sq. ft. more or less comprised in part of R.S. Dag Nos. 48, 49 and 50, R.S. Khatian Nos. 178, 121 and 89, MouzaKalikapur, J.L. No. 20, now known as Municipal Holding and/or Municipal Premises No. 399, Kalikapur Main Road, P.S. previously Kasba, now PurbaJadavpur, Kolkata-78, District 24 Parganas (South), situated within the limits of The Kolkata Municipal Corporation, being the premises described under the First Schedule hereto.

(xviii) The Owners being interested to develop the said land by an Agreement for Development dated 21.11.2016, registered with D.S.R. - V, Alipore, 24 Parganas (South) in Book No. I, CD Volume No. 1630-2016, Pages 102420 to 102477, being Deed No. 163003561 for the year 2016 fully empowered and authorized the Promoter abovenamed namely M/s Capricorn Estates to carry out the development of the said premises into a Housing Complex after sanction of the plan on the basis of sharing of the areas between the said Owners of the One Part and the Promoter of the Other Part. The aforesaid Owners also executed a registered Power of Attorney pursuant to the said registered Development Agreement in favour of the partner of the Promoter for carrying out such development programme.

(xix) Under the terms of the said Development Agreement the Owners are entitled to 15 (Fifteen) Flats alongwith 15 (Fifteen) Car parking spaces in the said Housing Complex, including proportionate undivided share in the common parts, portions, amenities and facilities to be developed and established by the Promoter upon construction by way of Owners' Allocation and the rest of the saleable areas would belong to the Promoter by way of Promoter's Allocation.

- B. The said land was and is earmarked for the purpose of plotted development of a residential project, and the said project shall be known as AMRAPALI DHIR ("Project"):
- C. The Owners and the promoter are fully competent to execute this conveyance and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed;
- D. The Kolkata Municipal Corporation has granted the Sanctioned plan to develop the project vide building permit dated 16.01.2017, bearing registration no. 2016120111
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Projects and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation . The Promoter agrees and

undertakes that it shall not make and changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under the registration no. _____
- G. The Allottee/purchaser had applied for purchase of an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in (tower/block/building) no. _____ (“Building”) along with garage/covered parking no. _____ admeasuring square feet in the _____ (Please insert the location of the garage/covered parking),as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B). The said Flat is out of Promoter’s Allocation; therefore, the entire consideration and all other receivable shall be collected and enjoyed by the Promoter.
- (H) In accordance with the terms and conditions set out in an agreement dated and as mutually agreed upon by and between the Parties, the Promoter hereby agreed to sell and the Allottee/purchaser hereby agreed to purchase the apartment and the garage/covered parking (if applicable) as specified in Para G.
- (I) The promoter has completed the project and the Kolkata Municipal Corporation has granted the completion certificate.
- (J) The Purchaser/Allottee(s) has/have paid the entire agreed consideration and called upon the owners and the promoter to execute the deed of conveyance of the said apartment.
- (k) The Purchaser/Allottee has taken Physical inspection of the said building and the apartment and has no manner of grievance to the same.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1) That in consideration of the said agreement and in further consideration of a sum of Rs. (.....) only well and truly paid by the purchaser to the promoter at or before execution of these presents (the receipt whereof the promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the promoter and then owner both hereby sell transfer convey assure and assign unto and to the purchaser FIRSTLY ALL THAT the Flat No. admeasuring sq ft. super built area on the Floor of the complex known as "AMRAPALI DHIR" at the said premises as shown on the plan of the said Floor bordered RED thereon together WITH ONE COVERED CAR PARKING SPACE at the said premises AND SECONDLY ALL THAT the undivided proportionate share in all common parts portions area (except those specifically retained by the developer) (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND THIRDLY ALL THAT the undivided proportionate share or interest in the land underneath the block where such flat is located and comprised in the said premises described under the FIRST SCHEDULE hereto attributable thereto (hereinafter collectively referred to as THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) TOGETHER WITH the right to use the common areas installations and facilities in the common with the other co-purchaser and the promoter and the other lawful occupants of the building BUT EXCEPTIONG AND RESERVING such rights easement quasi-easements privileges reserved for any particular flat/units and / or the Vendor/holding organization/ and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH all easements and quasi-easements and provisions in connection with the beneficial use and enjoyment of the said flat/unit and the properties appurtenant Thereto (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said FLAT/UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of purchaser SUBJECT TO due performance of and compliance with the Restrictions/house rules (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) and also subject to purchaser making payment of the maintenance charges /common expenses and other charges payable in respect of the said flat/unit and the properties appurtenant Thereto (such maintenance charges and common expenses more fully and particularly

mentioned and described in the SEVENTH SCHEDULE hereunder written) to the promoter or its agents and facility manager appointed by them and to the holding organization and / or their respective agents upon the maintenance being handed over by the developer to the holding organization.

2) AND THE PROMOTER AND THE OWNERS HEREBY CONVENANT WITH THE PURCHASER as follow:-

A) THAT notwithstanding any act deed matter or thing whatsoever by the promoter or the owners done or executed or knowingly suffered to the contrary the promoter and the owners are now lawfully rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said flat/unit and properties Appurtenant Thereto as described under the Fourth Schedule hereto and hereby granted sold conveyed transferred assigned or intended so 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 things whatsoever done as aforesaid the developer and /or the co-owners now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said flat/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 as aforesaid.

C) That the said flat/unit and properties appurtenant thereto hereby sold granted and conveyed or intended so to be is now free from all claims demends encumbrances liens attachments lispensdebuttar or trusts made or suffered by the Promoter or the owners or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter / owners.

D) THAT the purchase shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said flat/unit and properties appurtenant Thereto hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the propmoter/owners or any person pr persons having or lawfully or equitable claiming as aforesaid.

E) THAT the purchaser shall be freed cleared and absolutely discharges saved harmless against all estates charges encumbrances liens attachments

lispendensdebuttar or trust or claims and demands whatsoever created occasioned or made by the developers/owners or any person or persons having or lawfully or equitably claiming as aforesaid.

F) AND FURTHER THAT the promoter / owners and all persons having or lawfully or equitable claiming any estate or interest in the said flat/unit and properties appurtenant thereto hereby or any part thereof through under or in trust for the promoter/owners shall and will from time and 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 the use of the purchaser in the manner as aforesaid as shall or may be reasonably required.

G) THAT the promoter / owners have not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan bank or financial institution for granting home loans to various flat purchasers and whereby and where under the said flat/unit and properties appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can may be impeached encumbered or affected in title or otherwise.

3. AND THE PURCHASER SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT/FLAT HEREBY CONVEYED HEREBY CONVENANT WITH THE PROMOTER as follows:

a) THAT the purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the flat/unit and also the obligations set forth in the FIFTH SCHEDULE hereunder written.

b) THAT the purchaser shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said flat/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 said building, as may be determined and fixed by the

promoter and upon formation of the holding organization by such holding organization without raising any objection whatsoever.

- c) THAT the purchaser shall at all times from the date of possession as mentioned the letter of possession be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building taxes, water tax, urban land tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter referred to as the **rates and taxes**) which may from time to time be imposed or become payable in respect of the said flat/unit and prop[ortioonately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the names if the purchaser, the purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

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

- a) THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said flat/unit shall always remain impartible.
- b) THAT right of the purchaser shall remain restricted to the said flat/unit and proportionate share or interest in the common parts, protions, areas, facilities and /or amenities comprised in the said complex.
- c) The said housing complex shall always be known as "AMRAPALI DHIR".
- d) The purchaser on payment of deposit to CESC directly can obtain the meter and the purchaser further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the date of presence of the flat/unit.
- e) As from the deemed date of possession as mentioned in the possession letter the purchaser shall regularly and punctually make payable of the maintenance charges/ common expenses (more fully described in the sixth schedule herein under stated) payable in respect of the said

flat/unit and properties appurtenant thereto to the promoter/ facility manager/agents appointed by the promoter and to the holding organization upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/ holding organization / facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.

f) The purchaser acknowledges that regular and timely payment of the maintenance charges is a “must” and non payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and / or occupiers of the said building and as such in the event of any default on the part of the purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the holding organization, the promoter and / or holding organization as the case may be shall be entitled to and hereby authorized;

i) to disconnect the supply of water.

ii) to disconnect the supply of electricity,

iii) to prevent the use of lift.

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the purchaser hereby further waives the right for service of notice in the event of any default in non payment of such maintenance charges.

g) upon sale and transfer of the flats units apartment constructed spaces and car parking by the promoter, the promoter and the owners of the various flat / units apartments constructed spaces and car parking shall from a holding organization / syndicate/ management company / society/ association (hereinafter referred to as the holding organization) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the purchaser hereby commits himself/herself/them selves/itself to become a member of such holding organization and to make payment of the maintenance charges to such holding organization regularly and punctually and shall also

observe the rules and regulations which may be framed by such holding organization.

5. GENERAL

- 5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/holding organization shall be entitled to appointment of a facility manager and the purchaser hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges as more fully described in the Sixth schedule hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.
- 5.2 The purchaser their licensees or his nominees will also hold, use and enjoy the said unit and the properties appurtenant thereto strictly subject to the easement and rights reserved and / or granted as per the FOURTH AND FIFTH SCHEDULES hereto.
- 5.3 The said housing complex shall always be known as “ AMRAPALI DHIR” comprising of buildings constructed at the said premises as also at the adjoining land and the flat holders shall not be entitled to charge the name at any time in future not to segregate or divide the housing complex.
- 5.4 The undivided share in the land appurtenant to the said unit shall always refer to the land of the premises in which tower/block the said flat or unit is situated.
- 5.5 In case the purchaser has already availed of any home loan against mortgage charge in the said unit/flat, the promoter's covenants shall always be subject to the same.

6. ENFORCEMENT OF THE COVENANTS

- 6.1 The covenant regarding payment of maintenance charges / common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the FIFTH SCHEDULE is for mutual benefit of all flat owners and in the event of any default on the part of the purchaser in making payments of the proportionate share of maintenance charges to the promoter / holding organization or facility manager/ agent appointed by them then in that event the promoter / holding organization shall be entitled to disconnect then supply of electricity , discontinue the supply of water or prevent the use of lift or discontinue generator services. IT

is hereby agreed and declared by and between the parties hereto that in as much as the convenat regarding payment of all common expenses and maintenance charges is for beneficial use of all the flat owners in the event of any default on the part of the purchaser in performing the obligations in terms of this deed the promoter/ holding organization and / or any of the flat oweners shall be entitled to enforce the same.

7. RESERVATION & SUPERCESSION

7.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the purchaser agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the unit/flat.

7.2 The right of the purchaser shall remain restricted to the said flat/unit and common area and portions and in no event the purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Vendor shall be entitled to sell and transfer the said open spaces by way of open car parking/ two wheeler parking zones or area including to nay outside purchaser also.

7.3 It is clearly understood and envisaged that the vendor shall always be entitled to use and utilize the side open spaces for nay of its purpose including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently whether such open car parking spaces have been officially sanctioned or not and the purchasers undertake not to make or raise any objection thereto.

7.4. The vendors shall be entitled to deal with, dispose of use or transfer the commercial area in such manner and together with such right and privileges as may be desired by them at sole discretion and the purchaser or the association shall not be entitled to object to any of the common facility benefit utility including right to use the roof , landing , corridors , pathway by such commercial occupants user their invitees or licensees.

7.5 The purchaser covenants that the purchaser and /or association shall not at any point of time object or oppose the use of the roof by the users and occupiers of the commercial area for installation, upkeep and / or maintenance of antenna and / or v-sat towers etc.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said Premises)

ALL THAT piece and parcel of land and premises including the shed building and structures standing thereon admeasuring an area of 17 Cottahs 02 Chittacks and 36 sq. ft. more or less or on part thereof comprised in portion of R. S. Dag No.48, 49 and 50, R. S. Khatian No.178, 121 and 89, MouzaKalikapur, J. L. No. 20, R. S. No.20, situated and laying at and being known and numbered as Municipal Premises No.399, Kalikapur Road, within the Police Station- Formerly Kasba now PurbaJadavpur, Kolkata - 700078, Sub-Registration Office -Sealdah, District-24 Parganas (South) and butted and bounded in the manner following that is to say:

On the North : By Premises No. 79, Kalikapur Road, Kolkata - 700 078

On the South : By Premises No. 849/1 & 16/2G, Kalikapur Road, Kolkata - 700 078

On the East : By Premises No. 80/1, Kalikapur Road, Kolkata - 700 078

On the West : By 23'-1" i.e. 7.030 M. wide KMC Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Said Apartment)

ALL THAT the Flat/Apartment No. on the first floor admeasuring Sq. Ft. (Carpet Area) at the new building to be constructed by the Developer at the Premises described under the **FIRST SCHEDULE** hereto in terms of the said registered Agreement for Development further together with one Covered Car Parking Space measuring more or less 130 sq.ft at the Ground Floor of the said new Building (AmrapaliDhir) to be allotted in due course further together with proportionate

undivided share in the land described under the First Schedule hereto further together with proportionate undivided share in all the common parts, portions, areas, facilities and benefits to be used and enjoyed in common with the other co-Purchasers or occupiers.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts, Portions & Areas)

I) Areas:

- a) Entrance and exits to the Premises and the New Building
- b) Boundary walls and main gate of the premises
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft
- e) Entrance Lobby, electric /utility room, water pump room, generator room (if any)
- f) Common installations on the roof
- g) Ultimate roof above the top floor of the New Building
- h) Common lavatory at the ground floor for janitors

II) Water, Plumbing and Drainage:

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit /or exclusively for its use).

III) Electric Installation:

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and /or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators

IV) Others:

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS OR QUASI-EASEMENTS OF PROMOTER)**

(The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved in the said building for the vendor/developer and the agents or the facility managers appointed by them)

- 1) The right in common with the purchaser 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 purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said unit) of the other part or parts of building through the pipes, drains , wires, conduits lying or being under through or over the said flat/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 portions of the building by all parts of the said flat/unit as far as they now protect the same or as may otherwise

become vested in the purchaser by means of structural alterations to the said flat/unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other parts of the building.

- 4) The right of the vendor/promoter and / or occupier or occupiers / holding organization/ facility managers/ agents the purpose of ingress and egress to and from such other parts of the building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the new building.
- 5) The right of the vendor /developer/holding manager/facility managers (or their authorized agents) with or without workmen and necessary materials to enter from time upon the said flat/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 PROVIDED ALWAYS the vendor/developer/holding organization facility managers and other person or persons shall give to the purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

EASEMENTS OF PURCHASER

1. The purchaser shall be entitled to all rights privileges vertical and lateral supports easement, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the said flat/unit or herewith usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING upto the vendor/developer/holding organization / facility manager and their agents the right easements, quasi-easements privileges and appurtenances hereinbefore contained and those others hereinafter more particularly set forth in the Fourth schedule hereto.
2. **The rights** of access and passage in common with the vendor/developer/holding organization /facility manager and their agents and other occupiers of then said building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common area installation and facilities in the building and the said premises.
3. 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 flat/unit with or without vehicles over and laong the drive -ways and pathways of the

building comprised in the said premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the purchaser or any person deriving title under the purchaser or the servants agents employees and invitees of the purchaser to obstruct in any way by vehicles, deposit of material , rubbish or otherwise the passage driveways and oathways in the said building.

4. The right of support shelter and protection of the said /unit by or from al;l parts of the building so far they now support shelter or protect the same .
5. 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 far may be reasonable necessary for the beneficial occupation of the said flat/unit and for all purpose whatsoever.
6. The right with or without workmen and necessary material for the purchaser to enter from time to time upon the other parts of the building and the said premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for thepurpose of rebuilding, repairing repainting or cleaning any parts of ythe said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the vendor/promoter /holding organization /facility manager and their agents and other occupiers of the other flats/units and portions of the building.
7. The purchaser shall be liable to pay the maintenance charges more fully described in Sixth schedule hereunder written for the enjoyment of the common areas/parts/portions facilities and utilities to the vendor/developer or the facility managers /agents appointed by the co owners for the purpose of maintenance of the same and to the holding organization or facility manager appointed by the said holding organization upon transfer of the management and maintenance of the common parts and portions of the building to the holding organization promoted by the co owners.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat/Unit, the Purchaser agrees and covenants:
 - (1) To co-operate with the Vendor / Developer and /or Association in the management and maintenance of the said building;

- (2) To observe the rules and regulations as may be framed from time to time by the Vendor / and /or Association in respect of the said Housing Complex and/or Building;
- (3) To allow the authorized representatives of the Vendor and /or Association with or without workmen to enter into the said flat / unit for the purpose of maintenance and repairs;
- (4) To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;
- (5) Not to sub-divide the said unit and/or the car parking space, if allotted, or any portion thereof;
- (6) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said flat/unit or in the said building and/or compound or in any portion of the Building or in the common parts save at the places indicated therefor;
- (7) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat/Unit or in the common areas and not to block any common areas and not to block and common area of the Building in any manner;
- (8) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any flat / unit;
- (9) Not to hand from or attach to the beams or rafters and article or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (10) Not to fix or install air- conditioner/s in the Said Flat/Unit save except at the place / s which have specified in the Said Flat/Unit for the same;
- (11) Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit or to the flooring or ceiling of the Said Flat/Unit or any other portion over or below the Said Flat/Unit or adjacent to the Said Flat/Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (12) Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto;
- (13) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any

- external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit;
- (14) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the architect;
 - (15) Not to fix or install any antenna on the roof of the said building or any window antenna.
 - (16) Not to make in the Said Flat/Unit and structural additions and/ or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the vendor and/or and concerned authority;
 - (17) Not to use the Said Flat/Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighbouring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial classes, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
 - (18) Not to use the car parking space, if any allotted to the unit holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the unit holders' own car and to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
 - (19) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchasers have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not single vehicle or multiple vehicle or combination of vehicles, such a four wheeler with a two wheeler etc.;
 - (20) To use only those common areas as are mentioned in the THIRD SCHEDULE hereto, for ingress or egress to the Said Flat/Unit , in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and /or the Sais Housing Complex.

- (21) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat/Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- (22) Not to put affix any sign-boards, glow signs, name plates or other things or other similar articles in any of the common areas or outside walls and doors of the Said Flat/Unit save at the place and in the manner expressly permitted in writing by the Vendor;
- (23) Not to obstruct or object to the Vendor /Developer doing or permitting any one to do any construction, alteration or work in the Said premises and/or the Building;
- (24) Not to affix or draw any wires, cables or pipes etc., from and to or through any of the common areas or other flats;
- (25) The Purchaser shall have only the proportionate right and interest in the common parts of the building (saved those reserved unto the Vendor) and shall not do any act deed or thing which may in any way present and/or restrict the rights and liberties of the Vendor/ Developer.
- (26) To regularly and punctually pay and discharge to the Vendor or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other out going in the respect of the Said Flat/Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the THIRD SCHEDULE hereunder written in advance within the 7th day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit has been taken or not by the Purchaser.
- (27) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Vendor and/or association shall be conclusive and final. The purchaser shall not be entitled to dispute or question the same.
- (28) So long as each Flat in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises, such

proportion to be determined by the Vendor/Developer on the basis of the area of the said Flat/Unit.

- (29) After taking delivery of the said flat, the purchaser shall take steps to have the Said Flat separately assessed and mutated. The purchaser shall be liable and responsible for all the costs and consequences of non - observance of this clause.
- (30) In case the Purchaser defaults or delays in making the payment of all the aforesaid expenses, then the Vendor and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Flat/Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit shall be deemed to be charged in favour of the Vendor/Developer or the association as the case may be, for all such amounts falling due together with interest.
- (31) In case the Vender and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and / or arrears, pay compensation for the loss and/or damages suffered by the Vendor or the Association and also interest at the rate of 2% per month for the period of default on all amounts remaining unpaid together with reconnection charges.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and the whitewashing, painting building reconstruction decoration, redecorating all the common Area/Parts, its fixture fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building more particularly described in the **THIRD SCHEDULE**.

2. The salaries and other expenses incurred for and payable to any persons, if employed for common purpose including security, electrician, maintenance, plumbing, administration of the Building, accountant, clerks, sweepers etc.
3. Insurance premium for insuring the Building and every part thereof against earthquake, damages, fire, mob, violence, civil, commotion etc. if insured.
4. Expenses for supplies of common utilities, including electricity water charges etc. payable to any concerned authorities and/or organization and/or person concerned and payments of all charges incidental thereto.
5. Sinking fund and other contribution.
6. Municipal and all other rates and taxes and levies government revenue and all other outgoings expenses which may be incurred in respect of the premises in question.
7. Costs of establishment and for operational activities of the Developer or the association relating to common purposes.
8. All such other expenses and out goings as are deemed by the Developer and / or to Association to be necessary for or incidental to or replacement, renovation, painting and/or repainting of the common parts/ area outer walls of the Building.
9. Electricity Expenses for lighting of the common Areas, outer walls of the Building and for operation of the entire common parts.
10. Expenses for additional facilities, if any.
11. Cost of upkeep repair, maintenance and running of the generator set.

SIGNED AND DELIVERED by the
PROMOTER at the Kolkata in the presence of:

