

THIS DEED OF CONVEYANCE ("Conveyance Deed") is made on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twentty (2020).

**BETWEEN**

**1. SRI PARESH MALLICK (Having PAN BMQPM2931M)** son of Sri Laxmipati Mallick and Late Madhabi Mallick (Baidya), by occupation -Business, **2. SMT PRANATI MONDAL (Having PAN ENNPM3506F)** **3. SMT.PALY KARMAKAR (Having PAN DYUPK5214H)** and **4. SMT. PRAGATIBISWAS(MALLICK) (FORM 60, Aadhaar No. 381171333810),**No.2 to 4 all are daughters of Sri Laxmipati Mallick and Late Madhabi Mallick (Baidya), all by Occupation-Housewife, all by faith – Hindu, by Nationality – Indian, **5. SRI GAUTAM KUMAR BAIDYA (Having PAN BQXPB6967P)** son of Late Gostha Behari Baidya and Late Tulsi Baidya, by occupation – Service, by faith – Hindu, by Nationality – Indian, **6. SRI GOLAK BEHARI BAIDYA Having PAN CSJPB9535N)** son of Late Gostha Behari Baidya and Late Tulsi Baidya, by occupation – Business, by faith – Hindu, by Nationality – Indian, all are residing at 2, Purba Sinthee Road, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24-Parganas, represented by **M/S. A.I.B. SOLUTION (Having PAN ABHFA5185E)**, a Partnership firm, having its Principal place of Business at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, represented by its Partners namely **(1) SRI BAIDYANATH ROY ( Having PAN BYPPR1648B)**, son of Late Santosh Roy, residing at 189, Purba Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum , Kolkata – 700030, Dist. North 24-Paraganas and **(2) SRI AMIT SANKAR BRAHMACHARI ( Having PAN AZSPB2041B)**, son of Sri Amiya Sankar Brahmachari, residing at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, by virtue of two **Development Power of Attorney** one is on **05.02.2019 in the office of A.D.S.R – Cossipore Dum Dum and Registered in Book – I, Volume Number**

1506-2019, Page from 39244 to 39265, Being No. 150600863 for the year 2019, another is on 05.02.2019 in the office of A.D.S.R – Cossipore Dum Dum and Registered in Book – I, Volume Number 1506-2019, Page from 39223 to 39243, Being No. 150600862 for the year 2019, hereinafter called the "OWNERS/VENDORS" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

**AND**

**M/S. A.I.B. SOLUTION (Having PAN ABHFA5185E)**, a Partnership firm, having its Principal place of Business at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, represented by its Partners namely (1) **SRI BAIDYANATH ROY ( Having PAN BYPPR1648B)**, son of Late Santosh Roy, residing at 189, Purba Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum , Kolkata – 700030, Dist. North 24-Paraganas and (2) **SRI AMIT SANKAR BRAHMACHARI ( Having PAN AZSPB2041B)**, son of Sri Amiya Sankar Brahmachari, residing at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, both by occupation – business, by faith - Hindu, by Nationality – Indian, hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

[ if the Purchaser 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 No. \_\_\_\_\_) represented by its

authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.) the party of the **Third Part**.

[ OR ]

[if the Purchaser is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof he 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) the party of the **Second Part**.

[ OR ]

[if the Purchaser is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) the party of the **Second Part**.

[ OR ]

[ if the Purchaser is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) the party of the **Second Part**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

1. The **VENDORS** are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **3 (three) Cottahs 6 (six) Chittacks 14 (fourteen) Sq.ft.** be the same a little more or less together with structure standing thereon lying and situated at **Mouza - Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, curved out by Dag No. 79/406 under Khatian No. 753, being Municipal Holding No. 4/3, P.S. Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata - 700 030**, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
2. The Owner/Vendor herein intends to develop the Premises and to cause such development the Developer has commenced the work of construction and/or erection in accordance with the terms and conditions as contained in the two Development Agreements dated **5<sup>TH</sup> February, 2019**, which was **registered before the office of Additional District Sub-Registrar Cossipore Dum Dum**,

recorded in Book No. I, Volume No. 1506-2019, Pages from 38922 to 38953, Being No 150600850 for the year 2019, and another was registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 39041 to 39071, Being No 150600855 for the year 2019

3. The Owner/Vendor have also granted two Power of Attorney unto and in favour of the Developer herein being dated 5<sup>TH</sup> February, 2019, which was registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 39223 to 39243, Being No 150600862 for the year 2019 and another was registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 39244 to 39265, Being No 150600863 for the year 2019 to undertake the work of development and sale under the terms of the Development Agreements above referred to.
4. The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest will appear from the **FIRST SCHEDULE** hereunder written and/or given.
5. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**ARUNDHATI APARTMENT**" with the object of using for any commercial purpose and/or serviced apartments.
6. The Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Vendee's Agreement for allotment the Said Apartment and is now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.
7. The **Purchaser** i.e. the Allottee had approached the **Promoter** directly to purchase the Apartment/Unit no. .... on the ..... Floor, measuring about ..... (.....) sq. ft of carpet area morefully described in the **3<sup>rd</sup> Schedule (Said Apartment/Unit)** and accordingly an Agreement for

Sale has been executed between the Parties herein on \_\_\_\_\_ in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.

8. Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the said **Agreement for Sale** dated \_\_\_\_\_ and as such the Promoter hereby transfer the area of the said Apartment/Unit as morefully described in the Third Schedule herein in favour of the Purchaser on execution under this indenture.
  
9. At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself/ itself as to –
  - a) Title of the Owners in respect of the said premises.
  - b) The Right of the Promoter to Transfer the Said Apartment/Unit.
  - c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.
  - d) About the workmanship and materials used in construction of the new building at the said premises.
  - e) As to the structural stability of the new building at the said premises.
  - f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
  - g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
  - h) Carpet area comprised in the said Apartment/Unit.
  - i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the FIRST SCHEDULE hereunder written.

**NOW THIS INDENTURE WITNESSETH as follows:**

- I. In pursuance of the consideration of Rs...../- (Rupees ..... Only) for Flat and the consideration of Rs...../- (Rupees ..... Only) for car parking summing up to **Total Consideration** of Rs.....plus GST paid by the Purchaser and also by the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby for ever acquit release transferred with the concurrence of the Owners the Promoter hereby grant sell transfer convey assign and assure ALL THAT the Apartment/Unit no. .... on the ..... Floor, Block No\_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet area together undivided proportionate share in the land and in the common parts and portions along with a covered/open/mechanical car parking, (hereinafter collectively referred to as "the said Apartment/Unit") more fully described in the Second Schedule hereunder written unto and in favour of the Purchaser (the said Apartment/Unit and said undivided share in the land are hereinafter collectively referred to as THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO) TO HAVE AND TO HOLD the said APARTMENT/UNIT and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendenses attachments trust whatsoever or howsoever

AND TOGETHER WITH the right to use the common area installations and facilities in common with the Co-Purchasers and other lawful occupants of the New Building BUT EXCEPTING AND RESERVING such and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) TO HAVE AND TO HOLD THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written) to the Promoter do hereby release, relinquish disclaim and disown all his right title and interest into or upon the said Apartment/Unit and the properties appurtenant thereto unto and to the Purchaser herein.

- II. AND THE PROMOTER i.e. THE OWNER DO TH HEREBY COVENANT WITH THE PRUCHASER i.e. THE ALLOTTEE as follows:-
  - a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said



Apartment/Unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every apart thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances to make void the same.

- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment/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 Apartment/Unit And the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispensens debuttar or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.
- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment/Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner/Promoter Party 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 lispensenses debut tar or trust or claims and demands

whatsoever created occasioned or made by the Owner/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

- f) AND FURTHER THAT the Owner/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment/Unit And The Properties Appurtenant thereto 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 Owner/Promoter 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 Apartment/Unit And the Properties Appurtenant thereto 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.
- h) THAT the Owner/Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said apartment/unit and the properties appurtenant thereto and also

shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE PROMOTER i.e. THE OWNER as follows:-

- a) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the maintenance charges payable in respect of the said Apartment/Unit.
- b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said Apartment/Unit.
- c) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.

IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:-

- a) THAT the Purchaser and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SEVENTH SCHEDULE hereunder written.
- b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Panchayat/Municipal rates and taxes and other outgoings including cesses,

multistoried Building tax, Water Tax, Urban Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/Unit and proportionately for the new Building as a whole and for the common parts and portions.

- c) THE Purchaser shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat/Municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.

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

- a) THAT the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.
- b) THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common

Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the Apartment/Unit Owner i.e. the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.

- c) THAT the Owner i.e. the Promoter shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or hoardings on the roof including Mobile Towers. The revenue generated from such hoardings/erections belongs to the Promoter. All expenses in this regard including but not limited to electricity consumption shall be borne and discharged by the Promoter. The Promoter shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Promoter and agrees not to raise any objection in this regard.
  
- d) The right of the purchaser shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof/terrace and

other open spaces of the said new Building and premises shall be the absolute property of the Promoter i.e. the Owner to whom the roof/terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.

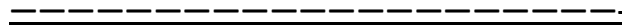
- e) The said new Housing complex shall always be known as **“ARUNDHATI APARTMENT”**.
  - f) At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential Apartments/Units and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
  - g) The Purchaser shall at its own cost immediately after the execution of this Deed apply to CESC Ltd./WBSEB Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges at a cost to be fixed by the Promoter.
- VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER as follows:-
- i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handover of the flats SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of

the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.

- ii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –
  - a) Discontinue the use of common services.
  - b) Discontinue the supply of water.
  - c) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.
- iii) Within three months from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.
- iv) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.

- v) The right of the Purchaser shall remain restricted to the said Apartment/Unit and the said Car Parking Space(s) and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

**(DEFINITIONS)**



- 1.1 ACT/RULES/REGULATION shall means :
- 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) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.2 WHO ARE THE OWNER shall mean the Promoter i.e. the Owner above named as mentioned herein before and their respective heirs, legal representatives, executors, administrators, assigns and/or its successor or successors in interest.
- 1.3 WHO ARE THE PURCHASER shall mean: the Allottee i.e. the purchaser above named and its/his/her successor and/or successors in interest, heirs/executors, administrators, successors, legal representatives and/or assigns.



- 1.4 ARCHITECT shall mean the person or any firm or architect appointed by the Promoter.
- 1.5 NEW BUILDING shall mean the new building named “**ARUNDHATI APARTMENT**” consisting of ground plus .....upper floors comprising of Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by **South Dum Dum Municipality** vide **Sanction Building Plan No. 506 dated 10/01/2019**.
- 1.6 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the ground.....of the New Building.
- 1.7 CAR PARKING SPACE ..... Dependent/Independent Open/Covered
- 1.8 COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said new Building and in particular the common parts portion areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various apartments/units and common use and enjoyment thereof.
- 1.9 COMMON EXPENSES shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective apartment/unit(s) for rendition of common services more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written and catering to Commercial Apartments/Units.
- 1.10 COMMON PARTS AND PORTIONS shall mean and include Lobbies corridors staircases, hallways, passage-ways, driveway, lifts, life-shafts, pump rooms, machine room overhead water tank underground reservoir, Generator, generator room, common lavatories and other facilities and

spaces whatsoever required for maintenance and/or management of the new building to be determined/provided by the Promoter in its absolute discretion at the time of making over the possession of the said Apartment/Unit more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.

- 1.11 PREMISES shall mean **ALL THAT** piece and parcel of land admeasuring **3 (three) Cottahs 6 (six) Chittacks 14 (fourteen) Sq.ft.** be the same a little more or less together with structure standing thereon lying and situated at **Mouza - Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, curved out by Dag No. 79/406 under Khatian No. 753, being Municipal Holding No. 4/3, P.S .Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata - 700 030**, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, held by the Promoter more fully described in the SECOND SCHEDULE hereunder written.
- 1.12 SANCTIONED PLAN shall mean the Building plan sanctioned by the **South Dum Dum Municipality** vide **Sanction Building Plan No. 506 dated 10/01/2019** and shall include such modification or variation as may be made from time to time.
- 1.13 RESTRICTIONS shall mean various restrictions regarding the user/holding of the said apartment/unit as hereinafter stated and more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written.

- 1.14 SINKING FUND shall mean the fund to be paid and/or contributed by each Apartment/Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Promoter on account of capital expenses and after the said new building is completed and possession is made over and upon formation of the said Society/Association, the said amount on account of sinking fund shall be transferred to the such Society/Association.
- 1.15 SAID APARTMENT/UNIT shall mean **ALL THAT** Apartment/Unit no. .... on the ..... floor, measuring about ..... (.....) sq. ft of carpet area in the Building named Aria Rabindra TOGETHER WITH the undivided impartible proportionate share in the land underneath the said Building and attributable to the said APARTMENT/UNIT and TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities in the said New Building at the Said Premises
- 1.16 UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND shall mean the undivided impartible indivisible proportionate share in the land underneath the building lying erected in the said premises described in the SECOND SCHEDULE hereto and appurtenant to the said Apartment/Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered Area of the said Apartment/Unit and shall also include such shares appurtenant to all other Apartments/Units comprised in the said New Building wherever the context so permits.
- 1.17 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Promoter for the said purpose including providing services, making such provisions or incurring expenses in respect of future

provisions of the services as the Promoter may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Promoter in its absolute discretion.

1.18 Singular number shall include plural number as well.

1.19 Masculine gender shall include feminine and neutral genders as well.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **TITLE OF THE LAND**

##### **LOT - A**

**WHEREAS** one Madhabi Malick (Baidya), since deceased, Wife of Sri Laxmipati Mallick, the predecessor-in-interest of present Land Owners acquired of ALL THAT piece or parcel of land measuring an area of 1 (one) Cottah 2 (two) Chittack 14 (fourteen) Sq.ft. be the same a little more or less together with old dilapidated structure standing thereon, lying and situated at Mouza - Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, comprised in Dag No. 79/406 under Khatian No. 753, being Municipal Holding No. 4, P.S. Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata — 700 030, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, by and through a registered **Deed of Partition** and the said Partition Deed was registered with the office of the **A.D.S.R. Cossipore Dum Dum and recorded therein Book No. I, Volume No. 1506-2017, Pages from 244635 to 244658, Being No. 150608347 for the year 2017.**

**AND WHEREAS** after acquiring the said land by way of a Deed of Partition with her sister viz. Smt. Malati Mondal (Baidya), the said Madhabi Mallick (Baidya) became the sole and absolute Owner of land of ALL THAT piece or parcel of land measuring an area of 1 (one) Cottah 2 (two) Chittack 14 (fourteen) Sq.ft. be the same a little more or less together with old dilapidated structure standing thereon, lying and situated at Mouza Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, comprised in Dag No. 79/406 under Khatian No. 753, being Municipal

Holding No. 4, P.S. Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata - 700 030, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24Parganas.

**AND WHEREAS** while enjoying the said landed property with her khas possession the said Madhabi Mallick (Baidya) died intestate leaving behind her following legal heirs and successors :-

|                                      |   |                 |
|--------------------------------------|---|-----------------|
| <b>SRI PARESH MALLICK</b>            | - | <b>Son</b>      |
| <b>SMT PRANATI MONDAL</b>            | - | <b>Daughter</b> |
| <b>SMT. PALY KARMAKAR</b>            | - | <b>Daughter</b> |
| <b>SMT. PRAGATI BISWAS (MALLICK)</b> | - | <b>Daughter</b> |

**AND WHEREAS** after the death of the said Madhabi Mallick (Baidya) her above named legal heirs and successors viz. **(1) SRI PARESH MALLICK, (2) SMT. PRANATI MONDAL, (3) SMT. PALY KARMAKAR and (4) SMT. PRAGATI BISWAS (MALLICK)** became the joint Owners of ALLTHAT piece or parcel of land measuring an area of **1 (one) Cottah 2 (two) Chittack 14 (fourteen) Sq.ft. be the same a little more or less together with old dilapidated structure standing thereon measuring 500 sq.ft. more or less with cemented flooring, lying and situated at Mouza - Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, comprised in Dag No. 79/406 under Khatian No. 753, being Municipal Holding No. 4, P.S. Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata - 700 030, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, additional District Sub-Registration Office at Cossipore Dum Dum in the District of north 24Parganas and mutated their joint names in the recorded of the South Dum Dum Municipality under Municipal Holding No. 4/3, P.S. Road "A" in Ward No, 12 of the South Dum Dum Municipality.**

**AND WHEREAS** the existing building standing in over the said land is very old in style and in dilapidated condition and that is why, the above named owners have jointly decided to demolish the existing old structure and re-construct a new building on the said land but due to lack of money and technical know-how, the First Party / Owners have decided to hand over the said land to a competent Developer who can complete the entire construction work at their own cost and risk. The Owners also give their consent to the develop for amalgamate their land with any other adjacent plot of land, if required by the Developer.

**AND WHEREAS** the Owners declares that the said land and the existing old building is free from all sorts of encumbrances having a clear and marketable title.

**AND WHEREAS** the present landowners **from No. 1 to No. 4** enter into a **Development Agreement dated 5<sup>TH</sup> February, 2019** registered before the office of **Additional District Sub-Registrar Cossipore Dum Dum**, recorded in **Book No. I, Volume No. 1506-2019, Pages from 39041 to 39071, Being No 150600855 for the year 2019** with the developer herein for the land mentioned above admeasuring **1 (one) Cottah 2 (two) Chittack 14 (fourteen) Sq.ft. be the same a little more or less together with old dilapidated structure standing thereon measuring 500 sq.ft. more or less with cemented flooring** and also described clearly and explicitly in the Second schedule hereunder written and for the smooth running of the said project has agreed to execute a registered **Development Power of Attorney being dated 5<sup>TH</sup> February, 2019** registered before the office of **Additional District Sub-Registrar Cossipore Dum Dum**, recorded in **Book No. I, Volume No. 1506-2019, Pages from 39244 to 39265, Being No 150600863 for the year 2019** by which the owner herein has appointed and nominated the **M/S. A.I.B. SOLUTION**, a partnership Firm, having its Principal place of Business at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, represented by its Partners namely **(1) SRI BAIDYANATH ROY ( Having PAN BYPPR1648B)**, son of Late Santosh Roy, residing at 189, Purba Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum , Kolkata – 700030, Dist. North 24-Paraganas and **(2) SRI AMIT SANKAR BRAHMACHARI ( Having PAN AZSPB2041B)**, son of Sri Amiya Sankar Brahmachari, residing at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, both by faith – Hindu, by Nationality – Indian, called and referred to as the **DEVELOPER/ PROMOTER**.

#### **LOT - B**

**WHEREAS**, land admeasuring 2 (two) Cottahs 4 (four) Chittacks be the same a little more or less along with a old two storied dilapidated building standing thereon lying and situate in the District of North 24-Parganas, P.S. Dum Dum, Mouza - Purba Sinthee, J.L No. 22, R.S. No. 8, Touzi No. 1298/2833, R.S. Khatian No. 753, R.S. Dag No. 79/406, Premises No. 2, Purba Sinthee Road, Kolkata — 700 030, P.S. Dum Dum, P.O. Ghugudanga in the District of North 24-Parganas and Municipal Holding No. 4, P.S Road (A) in Ward No. 12 of the South Dum Dum

Municipality is now under ownership and possession of the above named Land owners from **5 to 6** which they jointly acquired by and through a Deed of Gift from their mother Smt. Tulsī Baidya and the said **Gift Deed was registered with the office of the A.D.S.R. Cossipore Dum Dum and recorded therein Book No. I, Volume No. 1506-2017, Pages from 64729 to 64746, Being No. 150602195 for the year 2017.**

**AND WHEREAS** after acquired the said land by way of gift, the said Sri Gautam Kumar Baidya and Sri Golak Behari Baidya became the joint Owners of **ALL THAT Piece or parcel of land measuring an area of 2 (two) Cottahs 4 (four) Chittacks** be the same a little more or less along with a old two storied dilapidated building standing thereon lying and situated at Mouza — Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, comprised in R.S. Dag No. 79/406 under R.S. Khatian No. 753, being Municipal Holding No. 4, P.S. Road (A) at Premises No. 2, Purba Sinthee Road, Kolkata — 700 030, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, and also jointly mutated their names in the records of the South Dum Dum Municipality and enjoying the said landed property with their family members.

**AND WHEREAS** the said building is very old in style and in dilapidated condition and that is why, the above named Land Owners have decided to demolish the existing old structure and re-construct a new building on the said land but due to lack of money and technical know-how the First party / Land Owners have decided to hand over the said land & a competent Developer who can complete the entire construction at their cost and risks. The Land Owners also give their consent to the Developer for amalgamate their land with any other adjacent plot of land, if required.

**AND WHEREAS** the Land Owners jointly declares that the said land and the building is free from all sorts of encumbrances having a clear and marketable title.

**AND WHEREAS** to commercially exploit the said premises Mouza — Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, comprised in R.S. Dag No. 79/406 under R.S. Khatian No. 753, being Municipal Holding No. 4, P S. Road (A) at Premises No. 2, Purba Sinthee Road, Kolkata 700 030, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 12, Additional District Sub - Registration Office at Cossipore Dum Dum in the District of North 24-Parganas.

**AND WHEREAS** the present landowners from No. 5 to No. 6 enter into a **Development Agreement** dated 5<sup>TH</sup> February, 2019 registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 38922 to 38953, Being No 150600850 for the year 2019 with the developer herein for the land mentioned above admeasuring **2 (two) Cottahs 4 (four) Chittack be the same a little more or less together with old dilapidated structure standing thereon** and also described clearly and explicitly in the Second schedule hereunder written and for the smooth running of the said project has agreed to execute a registered **Development Power of Attorney** being dated 5<sup>TH</sup> February, 2019 registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 39223 to 39243, Being No 150600862 for the year 2019 by which the owner herein has appointed and nominated the **M/S. A.I.B. SOLUTION**, a partnership Firm, having its Principal place of Business at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, represented by its Partners namely **(1) SRI BAIDYANATH ROY ( Having PAN BYPPR1648B)**, son of Late Santosh Roy, residing at 189, Purba Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum , Kolkata – 700030, Dist. North 24-Paraganas and **(2) SRI AMIT SANKAR BRAHMACHARI ( Having PAN AZSPB2041B)**, son of Sri Amiya Sankar Brahmachari, residing at 24/2, East Sinthee Bye Lane, Maidanpally, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, Dist. North 24- Parganas, both by faith – Hindu, by Nationality – Indian, called and referred to as the **DEVELOPER/PROMOTER**.

**AND WHEREAS**, the present land owners from 1 to 4 and 5 to 6 enter into a **Deed of Amalgamation** dated 15<sup>th</sup> day of March in the year **TWO THOUSAND NINETEEN (2019)**, and the said Deed was Notarized on 11<sup>th</sup> June, 2019.

**AND WHEREAS**, after the amalgamation, total land area is **3(three) Cottahs 6(Six) Chittacks and 14(fourteen) sq.ft. more or less**. And after the amalgamation new holding will be No. 4/3, Purba Sinthee Road (A) in ward No. 12 of the South Dum Dum Municipality.

**AND WHEREAS**, by virtue of the aforesaid Development Agreements and registered General Power of Attorneys, the Developer hereto prepared a Building Plan in the name of the Landowners aforesaid and submitted before the Competent Authority for their sanction and got the same vide No. **506 dated 10/01/2019** from the **South Dum Dum Municipality**.

**AND WHEREAS**, by virtue of the said Development agreement(s) the Developer herein has after obtaining the physical possession of the said land from the Land Owner, commenced



the construction works of multi-storied building on and upon the owner's said demised land hereunder the **Second Schedule** which is under progress.

### ARTICLE - III

#### ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Owner-Vendor herein are the owner and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned , described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances , charges , liens, lispendenses, demands, claims , hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the said two Development Agreements dated **5<sup>TH</sup> February, 2019** which was one **registered before the office of Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 38922 to 38953, Being No 150600850 for the year 2019** and another one was registered before the office of **Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2019, Pages from 39041 to 39071, Being No 150600855 for the year 2019** and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

##### (PREMISES)

**ALL THAT** piece and parcel of land admeasuring **3 (three) Cottahs 6 (six) Chittacks 14 (fourteen) Sq.ft.** be the same a little more or less together with structure standing thereon lying and situated at **Mouza - Purba Sinthee, J.L. No. 22, R.S. No. 8, Touzi No. 1298/2833, curved out by Dag No. 79/406 under Khatian No. 753, being Municipal Holding No. 4/3, P.S Road "A" at Premises No. 2, Purba Sinthee Road, Kolkata - 700 030**, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under

Ward No. 12, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas.

Which is butted and bounded as follows :-

**ON THE NORTH** : 12 ft. wide Municipal Road.

**ON THE SOUTH** : Purba Sinthee Road & Property of Smt. Malati Mondal (Baidya).

**ON THE EAST** : House of Sushanta Baidya & others.

**ON THE WEST** : House of Prashanta Ghosh Roy.

**OR HOWSOEVER OTHERWISE** the said premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE SAID APARTMENT/UNIT)**

**(FLAT AND/OR UNIT)**

**ALL THAT** the one self contained residential **FLAT AND/OR UNIT No.** ----- on the -----  
- **FLOOR** of "**ARUNDHATI APARTMENT**" containing by estimation an area of -----  
Square Feet (approx) be the same a little more or less subject to Final measurement  
comprising of ---- **Bed Rooms** + ---- **Wash rooms** + \_\_ **Kitchen** + \_\_ **Drawing/ Living/ Dining**  
**Room** + --- **Balcony**, together with One Independent Covered Car Parking space containing  
an area of ... Square Feet (..... Sq.Mtr) more or less **TOGETHER WITH** the undivided  
proportionate share or interest in the land directly underneath and forming part of the said  
Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas  
and facilities to comprise in the said Premises and delineated on the Plan annexed hereto  
and bordered in colour **Red** thereon.

**THE FOURTH SCHEDULE ABOVE REFERED TO**

**(Common Areas and Utilities)**

**(COMMON PORTIONS)**

**PART - I**

**A. COMMON PARTS and PORTIONS in the BUILDING.**

Lift in each floor

Fire Fighting arrangement as per sanctioned fire plan

**STAIRCASE** - Marble Finish.

**PART-II**

**B. COMMON PARTS and PORTIONS in the COMPLEX** are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project “**ARUNDHATI APARTMENT**” Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(EASEMENTS OR QUASI-EASEMENTS)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter and/or the Society and/or the Association of Co-owners of the New Building.

1. The right in common with the Purchaser and/or other person or person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) 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 Apartment/Unit(s) of the other part or parts of the New Building through or over the said apartments/units) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the said Apartment/Unit(s) 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 Apartment/Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Promoter and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress or egress to and from such other part or parts of the New Building, the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building.
5. The right of the Promoter or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment/Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduits underground/overhead

Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Promoter 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 SIXTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser 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 Apartment/Unit(s) 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 Promoter the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE hereto.
2. The right of access and passage in common with the Promoter 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, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building and the said Premises.
3. The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartment/Unit(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Promoter and the Society/Association along such drive way and path ways as aforesaid.

4. The right of support shelter and protection of the said Apartment/Unit(s) by or from all parts of the New 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 Apartment/Unit(s) through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment/Unit(s) and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New 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 the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment/Unit(s) 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 Owners and occupiers of the other apartments/units and portion of the Building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the said Apartment/Unit(s) the Purchaser agrees and covenants.
  - (a) To co-operate with the other co-purchasers and the Promoter in the management and maintenance of the said building.

- (b) To observe the rules framed from time to time by the Society/Association.
- (c) To use the said Apartment/Unit(s) for residential, purpose (as has been granted) and for no other purposes whatsoever without the consent in writing of the Promoter.
- (d) To allow the Promoter with or without workmen to enter into the said Apartment/Unit(s) for the purpose of maintenance and repairs and sale of unsold stock of the Developer.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of receiving of the possession letter and also the rates and taxes for the said Apartment/Unit(s) and proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit(s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Society/Association to such Society/Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment/Unit(s) has been taken or not by the Purchaser, the said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Society/Association to such Society/Association.
- (f) To deposit the amounts reasonably required with the Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the said Apartment/Unit(s).

- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (j) To maintain or remain responsible for the structural stability of the said apartment/unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment/Unit(s) or in the compound or any portion of the building.
- (l) Not to store or bring and allow to be stored in the said Apartment/Unit(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (m) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (n) Not to fix or install air-conditioners in the said Apartment/Unit(s) save and except at the places which have been specified in the said Apartment/Unit(s) for such installation.



- (o) Not to do or cause anything to be done in or around the said Apartment/Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment/Unit(s) or adjacent to the said Apartment/Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (p) Not to damage or demolish or cause to be damaged or demolished the said Apartment/Unit(s) or any part thereof or the fittings and fixtures affixed thereto.
- (q) 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 verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said apartment/unit which in the opinion of the Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
- (r) Not to install grills the design of which have not been approved by the Architect.
- (s) 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 apartment/unit(s) or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (t) Not to make in the said Apartment /Unit(s) any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements

of a permanent nature except with the prior approval in writing of the Promoter and with the sanction of the Competent Authority as and when required.

- (u) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (v) Not to use the said **Apartment/Unit(s)** or permit the same to be used for any purpose whatsoever other than as a **Residential Apartment/Unit** 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 neighbouring 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 industrial activities whatsoever.
- (w) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner to be visible to the outsiders.
- (x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Society/Association and after the Society/Association is incorporate to comply with and/or adhere to the building rules and regulations of such Society/Association.

2. The Purchaser agrees that :

- (a) The Purchaser shall pay regularly and punctually within \_\_\_\_ day of every month, in advance and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may

be decided, determined and apportioned by the Promoter to be payable from the date of possession to the Promoter and upon formation and transfer of management of the building to the Society/Association such payments are required to be made without any abatement or demand.

- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment/Unit(s) only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of said building to the Society/Association in terms of these presents, the employees of the Promoter such as watchmen, security staff, lift men, etc. shall be employed and/or absorbed in the employment of such Society/Association with continuity of service and on the same terms and conditions of employment with the Promoter and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) So long as each Apartment/Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Promoter. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment/Unit(s) in the said Building.
- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate as per provision of the Act. 'HIRA' per month and further that such amount

shall remain unpaid for sixty days, the Promoter shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Apartment/Unit such as water supply, electricity connection, use of lifts etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

3. The Purchaser has further agreed that:
  - a) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
  - b) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.
  - c) The Promoter shall be absolutely entitled and/or shall have sole and exclusive right to the roof of the building and all the other open spaces of the said building and premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it where it basis or duly developed by way of construction thereon to any person or persons, party or parties and/or deal with the same as the Promoter in its sole discretion shall think fit & proper and the Purchaser hereby consents to the same without any objection and/or claim in whatsoever manner under any circumstances.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. Establishment and all other capital and operational expenses of the Association of Flat VENDOR/DEVELOPER .
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Buildings.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level, including lifts, , if any changeover switches, if

any pumps and other common installations including, street lights, lobby lights, club house maintenance, swimming pool, gym, kids room, podium area, club facilities maintenance and their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level.

9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

**SIGNED AND DELIVERED** by the  
owner at \_\_\_\_\_ in the presence of

1. \_\_\_\_\_  
(OWNER)

2.  
**SIGNED AND DELIVERED** by the  
promoter at Kolkata in the presence of

1. \_\_\_\_\_  
(PROMOTER)

2.  
**SIGNED AND DELIVERED** by the  
PURCHASERS at Kolkata in the presence of

1. \_\_\_\_\_  
(PURCHASER)

2.

Drafted & Typed at my office:-

**Receipt and Memo of Consideration**

The Promoter/Owner confirms having received from the Purchasers/Allottee a sum of Rs. ....../- (Rupees ..... Only) towards Consideration amount plus Service Tax and Appurtenances in the following manner:

| Sl. No. | Cheque/<br>RTGS/Cash | Date  | Bank<br>(Rs.) | Amount |
|---------|----------------------|-------|---------------|--------|
| -----   | -----                | ----- | -----         | -----  |

**Consideration Amount**

**Witnesses:**

1.

Promoter

\_\_\_\_\_



Dated \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Between**

**M/S. A.I.B. SOLUTION**

**.... Promoter/Owner**

**And**

**...Purchaser/Allottee**

*Conveyance*

**Apartment/Unit No.**

**..... Floor**

**Premises at**

