

DEED OF CONVEYANCE

*Police Station – Sankrail
District – Howrah
Valued at Rs. _____*

THIS DEED OF CONVEYANCE, is made on this ____ day of January two thousand Twenty **BETWEEN SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 4545 4323 2445)** son of Late Biswanath Boral, by occupation Business ;

2. SRI RAHUL BORAL (PAN – BFCPB2491C) (AADHAAR NO. 4047 5067 1633) son of Sri Sourav Kumar Boral @ Sourav Boral by occupation Business;

3. SMT. RUMA BORAL (PAN – ADWPB9615K) (AADHAAR NO. 2628 1577 2028) wife of Sri Sourav Kumar Boral @ Sourav Boral by occupation Household Duties, all are by faith Hindu, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India , hereinafter called and referred to as the “**LANDOWNERS/FIRST PARTIES**” represented by their lawful attorney Developer **M/S. S.R. GROUP & DEVELOPER** a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz. **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL** son of Late Biswanath Boral, **2. SRI RAHUL BORAL** son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) the parties of the **FIRST PART.**

AND

M/S. S.R. GROUP & DEVELOPER (PAN – ADXFS7794P) a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz.

1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 4545 4323 2445) son of Late Biswanath Boral,

2. SRI RAHUL BORAL (PAN – BFCPB2491C) (AADHAAR NO. 4047 5067 1633) son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, hereinafter called and referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which expression shall unless

excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors-in-office, legal representatives and assigns) the party of the **SECOND PART**.

AND

SRI _____ (**PAN-**_____) (**AADHAR**
_____) son of _____, by faith Hindu, by
occupation _____ by Nationality Indian residing at

hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include his heirs successors, executors, administrators, nominee and/or assigns) Party of the **THIRD PART**.

WHEREAS :-

- A.** In this Deed the expression "**CONFIRMING PARTY**" shall also be construed as the "**DEVELOPER**".
- B. ALL THAT** piece and parcel of **one compact plot of Rayata Dakhali Swatwiya Bastu land** containing an area of land admeasuring 17(seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals TOGETHER WITH** R.T. Shed structure delineated and demarcated on the map or plan annexed hereto marked with plot Nos. "**A**", "**A1**"; "**B**", "**B-1**" & "**C**" comprised in R.S. Dag Nos. 788, 789 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian No. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side

and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage on the North East Corner towards West to East & South to North of this plot of land within the territorial Jurisdiction of District Sub Registrar – I, Howrah and Additional District Sub Registrar Ranihati, Howrah morefully specifically mentioned in the **FIRST SCHEDULE** herein under below and referred to as the **TOTAL PROPERTY** hereinafter called the **SAID PROPERTY FOR DEVELOPMENT**.

C. AND WHEREAS by virtue of a Registered Deed of Sale on 18th day of May, 2011 which is recorded in the Book No. 1, CD Volume No. 5, Pages from 1602 to 1612 Being No. 02185 for the year 2011 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land owner the Party No.1 SRI SOURAV KUMAR BORAL @SOURAV BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals marked with Plot No. "A"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian No. 576 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right from his Vendor Sri Khagendra Nath Ghosh son of late Guiram Ghosh of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat **and whereas** by virtue of another Registered Deed of Sale on 26th day of June, 2015 in the office Additional District Sub Registrar at Ranihati Howrah duly recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13731 to 13751 Being No. 050302705 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **02(two) cottahs 01 (one) chittak 05 (five) Sqft. or 3.42 decimals as per Physical measurement 02(two) cottahs 06 (six) chittak 32 (thirty two) Sqft. marked with Plot No. "A1"** comprised in R.S. Dag No. 788 corresponding to L.R. Dag No. 857 under L.R. Khatian Nos. 95,167, 2657 & 228 respectively of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side from his Vendors 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar, 2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons

of late Sailendra Nath Kongar all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

D. AND WHEREAS by virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Boral @ Sourav Boral** has become absolute owner and occupier in respect of Bagan land & Danga land being total admeasuring **06 (six) cottahs 14 (fourteen) Chattaks 24 (twenty four) Sqft. or 11.42 decimals as per physical measurement 07 (seven) cottahs 04 (four) chittaks 06(six) Sqft.** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "A" & "A1"** in the aforesaid two Dags comprised in R.S. Dag No.789 & 788 corresponding to **L.R. Dag Nos. 858 & 857** respectively under L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within the area of Jhorehat Gram Panchayet at present Banupur – II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side of this plot of land.

E. AND WHEREAS by virtue of a Registered Deed of Sale on 24th day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from 2402 to 2415 Being No. 02671 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land Owner Party No.2 SRI RAHUL BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals** marked with **Plot No. "B"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur – II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage South to North at the middle portion on the Northern side from his Vendors 1. Smt. Dipali Ghosh wife of late Balai Ghosh 2. Sri Dilip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balai Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balai Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Aloka Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262 dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah) **Sri Sourav Boral** son of late Biswanath Boral of Jhorehat, Sankrail, Howrah who acquired the said property by way

Law of inheritance thereat **and whereas** by virtue of another Registered Deed of Sale on 26th day of June, 2015 which is recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13699 to 13716 Being No. 050302703 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **01(one) cottah 06 (six) chittaks 24 (twenty four) Sqft. or 2.32 decimals as per Physical measurement 01(one) cottah 03 (three) chittaks 16 (sixteen) Sqft.** marked with **Plot No. "B-1"** comprised in R.S. Dag No. 781 corresponding to L.R. Dag No. 850 under L.R. Khatian No. 933 of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner from his Vendor Sri Tushar Kanti Ghosh son of Balai Chandrta Ghosh of Jhorehat, Sankrail, Howrah along with the Consent Parties No. 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar, 2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons of late Sailendra Nath Kongal all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

F. AND WHEREAS by virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Boral** has become absolute owner and occupier in respect of Bagan land & Danga land being total admeasuring **06 (six) cottahs 03 (three) Chittak 43 (forty three) Sqft. or 10.32 decimals as per physical measurement 06 (six) cottahs 00 (zero) Chittak 35 (thirty five) Sqft.** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "B" & "B1"** in the aforesaid two Dags comprised in R.S. Dag Nos. 789 & 781 corresponding to **L.R. Dag Nos. 858 & 850** respectively under L.R. Khatian Nos. 1539, 2875 & 933 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land.

G. AND WHEREAS by virtue of a Registered Deed of Sale on 24th day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from

2388 to 2401 Being No. 02670 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land owner Party No.3 SMT. RUMA BORAL** has Purchased a plot of Bagan land admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. or 08 decimals as per physical measurement** delineated and demarcated on the map or plan annexed hereto marked with **Plot No. "C"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right attached thereto from her Vendors 1. Smt. Dipali Ghosh wife of late Balai Ghosh 2. Sri Dilip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balai Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balai Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Aloka Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262 dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah) **Sri Sourav Boral** son of late Biswanath Boral of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

H. AND WHEREAS by virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Boral @ Sourav Boral** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 4690** of **L.R. Dag No. 857** as **04 decimals Danga Land** according to share 0.1132 out of total 30 decimals Danga Land **and** another **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said properties in his name in the record of Banupur-II Gram Panchayet and subsequently the said **4 decimals** Danga land was converted into **Bastu land** vide Memo No. X/S-29/559/1(2)/ SANK/16 dated 15.04.2016 **and** the said another plot of **08 decimals** Bagan land was also converted into **Bastu land** vide Memo No. X/S-29/1482/1(3)/SANK/15 dated 02.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same

without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**

- I. AND WHEREAS** by virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Boral** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 3994** of **L.R. Dag No. 850** as **02 decimals Danga Land** according to share 0.0431 out of total 55 decimals Danga Land **AND** another **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said property in his name in the record of Banupur-II Gram Panchayet and subsequently the said **02 decimals Danga Land** was converted into **Bastu land** vide Memo No. X/S-29/558/1(2)/SNK/15 dated 15.04.2016 **AND** the said another plot of **08 decimals Bagan land** was also converted into **Bastu land** vide Memo No. X/S-29/1588/1(3)/SNK/15 dated 19.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**
- J. AND WHEREAS** by virtue of the aforementioned said Registered Deed of Sale in the manner as aforesaid **Smt. Ruma Boral** being absolute owner and occupier has mutated & recorded her name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased property in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 3913** of **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3334 out of total 24 decimals Bagan Land and also recorded the said property in her name in the record of Banupur-II Gram Panchayet and subsequently the said **08 decimals Bagan land** was converted into **Bastu land** vide Memo No. X/S-29/1483/1(3)/SNK/15 dated 02.06.2015 and thereby she has been possessing the said property at her own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**
- K. In** the events as aforesaid owners 1. Sri Sourav kumar Boral, 2. Sri Rahul Boral and 3. Smt. Ruma Boral are herein being entitled to the following share or interest into or upon the said **TOTAL PROPERTY :**

NAME OF THE OWNERS :

- | | |
|---------------------------|-------------------------|
| 1. Sri Sourav kumar Boral | 1/3 RD SHARE |
| 2. Sri Rahul Boral | 1/3 RD SHARE |
| 3. Smt. Ruma Boral | 1/3 RD SHARE |

- L. AND WHEREAS** the present Land owners have already obtained a (G+IV) storied sanctioned residential building plan marked as **“BLOCK -A” & “BLOCK -B”** for construction of the said buildings at L.R. Dag Nos. 850, 857 & 858 under L.R. Khatian Nos. 3913, 3994 & 4690 J.L. No. 30, Mouza – Jhorehat, Police Station Sankrail, Gram Panchayet Banupur – II, District Howrah form Howrah Zilla Parishad vide Memo No.195/032/HZP/EP/PS-24 dated 01.10.2019 Sanctioned & issued by the District Engineer.
- M. AND WHEREAS** the parties of the First part have agreed and/or unanimously decided for Development of their respective properties by raising construction of multistoried building upon the said land for the purpose of better enjoyment of the properties and as such they have mutually amalgamated their said respective properties i.e. 5(five) plots of land marked with **Plot Nos. “A”, “A1”, “B”, “B1” & “C”** have merged into **one compact plot of Rayata Dakhali Swatwiya Bastu land** containing the said total area of Land/Unit admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals** comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No.30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 by executed a **Deed of Amalgamation** on 3rd day of August 2020 registered before the office of the District Sub Registrar-I, Howrah duly recorded in the Book No. 1, Volume No. 0501-2020 Pages from 85608 to 85650 Being No. 050102430 for the year 2020.
- N. AND WHEREAS** the **Land owners** parties of the First part were in search of a competent person/firm/company having profound knowledge in the building construction and economically sound for investing own funds to construct a building according to the sanctioned building plan upon the aforesaid property and the **Developer** parties of the Second Part hereto having learnt the said

intention of the owners hereto have offered to construct the building in accordance with the sanctioned plan obtained and/or the revised sanctioned plan to be obtained by investing their capital on the basis of joint venture.

- O. AND WHEREAS** the party of the Second part **M/s. S.R. Group & Developer** approached the **Owners** to enter into an Agreement for Developing the said property on formulated scheme to do so and for that after having several discussions entered into **Development Agreement** dated 3rd day of August in the year, 2020 which was duly executed and registered before the District Sub Registrar-I, Howrah duly recoded in the Book No. 1, Volume No. 0501-2020, Pages 85756 to 85823 Being No. 050102433 for the year 2020.
- P. AND WHEREAS** for smooth running of the work and allied incidents the above stated **owners/vendors** executed a registered **Development Power of Attorney after Registered Development Agreement** executed on 3rd day of August in the year, 2020 and registered on 4th day of August in the year, 2020 before the District Sub Registrar-I, Howrah duly recorded in the Book No. I, Volume No. 0501-2020, Pages 87135 to 87169 Being No. 050102462 for the year 2020.
- Q.** After commencement of the work of construction of the said new building on the said Second Schedule property the provisions of the West Bengal Housing Industry Regulation Act, 2017(hereinafter referred to as the said ACT) and the rules framed there under (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed there under the Vendors intends to Sale and transfer the various flats units apartments and sanctioned Car parking spaces to various intending purchaser/allottee and the vendors have caused itself to be registered with the concerned authorities being the Housing Industry Regulatory authority under Sub Section 1 or Section 20 of the said Act and the vendors have caused themselves to be registered with the Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.
- R.** The vendors commences the work of construction of a new building in accordance with the sail plan on the said Second Schedule Property and the said Building has since been completed and necessary Completion Certificate has been granted by Howrah Zilla Parishad.
- S.** By an agreement dated _____ (hereinafter referred to as the Sale Agreement) entered into between the parties hereto, the Vendors

agreed to Sell and transfer and the Purchaser agreed to purchase and acquire either in its own name or in the name of its nominee and or/or nominees ALL THAT the **Apartment No.** _____ **on the** _____ **floor** of the said new building then in course or construction on the said Second Schedule property having **carpet area** _____ **Sqft.** equivalent to _____ **Sqft. (chargeable area)** (be the same a little more or less) **along with a Balcony** having by admeasurement a **carpet area of** _____ **sqft.** (be the same a little more or less) along with an **open Terrace** having by admeasurement an area of _____ **Sqft. (Buildup area)** **TOGETHER WITH one covered Car Parking Space** in the ground floor of building and/or premises being the said Second Schedule Property each Car Park to contain by estimation an area of _____ sqft. each being Car Park No. ____ **TOGETHER WITH** the undivided proportionate variable share or interest of in all common parts and portions (morefully and particularly mentioned and described in **PART-I** of the **FOURTH SCHEDULE** hereunder written) **AND ALSO TOGETHER WITH** the undivided proportionate variable share or interest in the land underneath the said building allocable and/or apartment thereto (morefully and particularly mentioned and described in the **SECOND SHCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **UNIT AND THE PROPERTIES APARTMENT THERETO**) for the consideration and subject to the terms and conditions contained and recorded in the said **Sale Agreement**.

- T.** The Purchaser from time to time and fully payment of the amount of consideration and other amounts payable in terms of the said Sale Agreement and upon completion of the said new building in accordance with the said Plan and necessary Completion Certificate being granted by Howrah Zilla Parishad if available the vendors had put the Purchaser in complete vacant possession of the said unit.

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

I. DEFINITIONS

In this Deed unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- 1.1 APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.2 ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)

- 1.3 ASSOCIATION of the Purchasers** shall mean the Association of the Purchasers/Flat Owners which may be formed by the Vendors in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Vendors for taking control of the common parts and portions and for rendition of common services.
- 1.4 ADVOCATES** shall mean Mr. Prasanta Kumar Pal Advocate of the Judges' Court Howrah appointed by the Vendors, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- 1.5 ARCHITECT** shall mean such architect or architects of a firm appointed by the **DEVELOPER**/Promoter as architect for the building plan on the said premises who shall authenticate the building plan or supervise the building as per existing law prevailing in the state in accordance with law.
- 1.6 BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- 1.7 CARPET AREA OF THE FLAT** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- 1.8 MAINTAINANCE CHARGES/CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions as described in the **Ninth Schedule**.
- 1.9 COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as defined in the Act and as are available to and/ or in respect of the Property/New Building located in the Second Schedule Property (more fully and particularly mentioned and described in PART I of the **Fourth Schedule** hereunder written) and the common areas and amenities as are available in the First Schedule Property of the Housing Project which shall remain common for the use and enjoyment of the owners/occupiers of all the flat owners of the Housing Project.
- 1.10 CAR PARKING SPACES** shall mean covered/opened/mechanical/stacked car parking spaces at the ground floor of the said Lands/premises as expressed or intended by the Vendors in its absolute discretion for parking of motor cars.
- 1.11 COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for

rendition of common services briefly described and without limitation is in the Eighth Schedule hereunder written.

- 1.12 COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said Housing Project for beneficial use and enjoyment of their respective Flats/Units.
- 1.13 Total Property** shall mean and include both the said First Schedule property and the said Second Schedule Property/said lands.
- 1.14 Housing Project** shall mean and include all the building(s) to be constructed at the said Total Property and to be commonly known as **“SOURAV’S”** or such other name as the Vendors and or Developer in their absolute discretion may deem fit and proper.
- 1.15 COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Vendors and or Developer and upon formation by the Committee/Holding Organisation/ Association of the Purchasers and/ or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.
- 1.16 COMMON ROOF** shall mean a part or portion of the ultimate roof as may be determined by the Vendors which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/ or occupiers of the new building/ s situated at the said Lands.
- 1.17 DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser becomes entitled to take over possession of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Vendors and /or Developer to the Purchaser to take possession of the said Flat/Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.
- 1.18 ASSOCIATION OF THE PURCHASERS/HOLDING ORGANISATION** shall mean a federation of the society / condominium/ company to be formed to manage and control the property, the common areas and amenities comprised in the said housing project
- 1.19 APARTMENTS/FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Vendors and/or at the said Lands capable of being exclusively held or occupied by a person and/ or persons at the said Lands.
- 1.20 HOUSE RULES/USAGE** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.
- 1.21 LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

- 1.22 NEW BUILDING** shall mean the New Building constructed on the Second Schedule Property by the Vendors and/or Developer in accordance with the Plan sanctioned by Howrah Zilla Parishad comprising of ground plus _____ upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.
- 1.23 BLOCK/BUILDING** - the Vendors and/or developer have constructed _____ building and/or blocks on the said First Schedule Property which has been numbered as **Block No. "A" & "B"** and have also constructed a new building on the Second Schedule and known as **"SOURAV'S"**
- 1.24 PLAN** shall mean the building plan which has already been sanctioned and issued by the District Engineer, Howrah Zila Parishad vide Memo No.195/032/HZP/EP, dated 01st day of August, 2019 for (G+IV) five multistoried storied residential building marked as **BLOCK –"A" & "B"**.
- 1.25 PURCHASER SRI** _____ son of _____, residing at _____ and their legal heirs, successors, administrators, representatives, nominees and assign.
- 1.26 PROPORTIONATE OR PROPORTIONATELY** shall mean the chargeable area of any Unit to bear to the chargeable area of all the units/Units in the said Housing Project provided that where it refers to the share of the Purchaser or any co-owner in the rates and/ or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- 1.27 POSSESSION** shall mean the date on which possession has been made over by the Vendors and/or Developer to the Purchaser after receipt of occupancy certificate.
- 1.28 RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.29 REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.30 SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean Developer's allocation of the said the complete **Flat being No. ____** on the _____ **floor,** _____ **corner** measuring about more or less _____ **Sq.ft.** including super built-up area share or interest of the said land and the said building thereon, more fully and particularly written under the **First Schedule** hereunder along with the all common rights over the passage, roof, main entrance, drain water line, motor pump, lift and consisting of _____ Bed rooms, _____ Dining cum Living space, _____ Kitchen, _____ toilet and _____ verandah **TOGETHER WITH** undivided impartible proportionate all other

common facilities, amenities and areas as containing in the said (G+4) five multistoried building known as **“SOURAV’S”** situated at Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 alongwith all sorts of easementary right of 12’ feet wide common passage towards South to North at the middle portion on the Northern side and partly 6’ feet wide common passage on the Eastern side towards South to North connected with the 12’feet wide common passage on the Northern side and 12’ feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land **TOGETHER WITH** the right to use in common with other and common parts and portions in the said **BUILDING/APARTMENT** known as **“SOURAV’S”** thereto morefully described in the **SECOND SCHEDULE** hereunder written.

1.31 SAID SHARE IN THE LAND shall mean proportionate undivided indivisible impartible share in the land comprised in the said Lands attributable to the said unit

1.32 VENDORS/DEVELOPERS shall mean **M/S. S.R. GROUP & DEVELOPER** a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz. **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL** son of Late Biswanath Boral, **2. SRI RAHUL BORAL** son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, and their legal heirs, successors, administrator representative, nominees and assigns.

1.33 AUTHORISED REPRESENTATIVES shall mean a Development Power of Attorney to Promoter/Developer after Registered Development Agreement executed on 3rd day of August in the year 2020 and registered on 4th day of August in the year 2020 before the District Sub Registrar -I Howrah duly recorded in the Book No. I, Volume No. 0501-2020, Pages 87135 to 87169 Being No. 050102462 for the year 2020.

1.34 FIRST SCHEDULE PROPERTY shall mean **ALL THAT** piece and parcel of **TOTAL ONE COMPACT PLOT OF RAYATA DAKHALI SWATWIYA BASTU LAND** containing an area of land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals Together with 100 Sqft. R.T. Shed structure** delineated and demarcated on the map

or plan annexed hereto marked with **Plot Nos. "A", "A1"; "B", "B-1" & "C"** comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 alongwith all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land morefully described in the **FIRST SCHEDULE** hereunder written.

- 1.35 SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.36 SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser/s herein towards maintenance fund which shall be held by the Vendors and/or Developer and after the said new building is completed and possession is made over and upon formation of the Association of the Purchaser the said amount shall be transferred by the Vendors and/or Developer to such Association of the Purchaser upon deductions of the charges made in connection with the upkeeping of the Housing Project and the facilities and/or amenities provided therein.
- 1.37 SERVIC~/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Vendors and/or the FMC/Holding Organization/Association of the Purchasers incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Vendors and/or the FMC/Holding Organization/Association of the Purchasers either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Vendors and/or the FMC/Holding Organization/Association of the Purchasers in their absolute discretion.

1.41 TERRACE shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

II. INTERPRETATIONS

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

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

III. DISCLOSURE, DISCLAIMER AND CONFIRMATION BY THE PURCHASER

3.1 At or before the execution of this Indenture the Purchaser/s has:

- i) Inspected the building and the said Unit intended to be acquired by the Purchaser in terms of the said Sale Agreement and is fully satisfied in respect thereof
- ii) Has fully satisfied himself/herself/itself as to the total carpet area/chargeable area comprised in the said unit
- iii) Acknowledges that certain utilities/facilities/ amenities comprised in the said Housing Project are to remain for common use and enjoyment for all the buildings constructed on the First Schedule Property as well as the Second Schedule property

- iv) Has fully satisfied himself/herself/itself as to the title of the Vendors in respect of the said property
- v) Has received a copy of the occupancy certificate granted by Kolkata Municipal Corporation
- vi) Has caused due diligence to be carried out in respect of the said Housing Project as well as in respect of the title of the Vendors in respect of the said Premises
- vii) Acknowledges that there shall be a common Holding Organization/Association for the entire Housing Complex
- viii) Has inspected the various common parts and portions and also the various facilities utilities and amenities meant for common use and enjoyment of all the owners and occupiers of the said Housing Project
- ix) Has inspected the location and the area comprised in the car parking space allotted to the Purchaser and is fully satisfied in respect thereof
- x) Confirms that the Purchaser has obtained independent legal advise in respect of the said Housing complex and also as regards the terms and conditions of this agreement

And has agreed not to raise any objection nor have any claim against the Vendors. on any account whatsoever or howsoever

3.2 AND WHEREAS though the said consideration of Second Schedule property in the sum of **Rs. _____ /- (Rupees _____)** only but stamp duty has been paid upon this instrument on the market price of the property as prescribed for Registration purpose.

IV. SALE AND TRANSFER

NOW THIS INDENTURE WITNESSETH that in pursuance to the aforesaid Agreement for Sale Executed on ____th day of _____ in the year 2020, the **PURCHASER** has already paid a sum of **Rs. _____ /-(Rupees One lac)** only as earnest money out of total consideration money **Rs. _____ /- (Rupees _____)** only to the **VENDORS/OWNERS** through the **DEVELOPER** by an Account Payee cheque, which the **DEVELOPER** as constituted attorney of owners have accepted the same and the balance sum of **Rs. _____ /- (Rupees _____)** only is being paid by the purchasers to the **DEVELOPER** by Account Payee Cheque and RTGS/NEFT in total **Rs. _____ /- (Rupees _____)** being the full agreed consideration money as per **MEMO OF CONSIDERATION** hereunder which is reasonable and fair market price the receipt whereof the **DEVELOPER** doth hereby as well as by the **VENDORS/OWNERS** written admits and acknowledges and on and from the payment of the same every part thereof acquit, release and

discharge the **PURCHASER** and the **unit/flat** hereby sold transfer and convey and given khas vacant possession unto the said **PURCHASER** and the **PURCHASER DOTH** hereby taken the vacant khas absolute and peaceful possession of the flat as fully described in the **SECOND SCHEDULE** hereunder every part thereof doth hereby release and forever **VENDOR AND DEVELOPER/ CONFIRMING PARTY** confirms the same, the **VENDORS/OWNERS AND DEVELOPER/CONFIRMING PARTY** doth hereby discharge the **PURCHASER** the said flat, the said proportionate share in the land, common parts and portions, easement and all other right forever and as absolute owners do hereby indefeasibly, grant sell convey, transfer, assign and assure unto and in favour of the **PURCHASER ALL THAT** one **Flat** being **No. ____** on the _____ **floor, _____ Corner** measuring about more or less _____ **sq.ft.** including super built-up area in its entirety of the **“SOURAV’S”** since delineated as well as depicted within colour **RED** border line in the annexed **PLAN** more fully and particularly described in the **SECOND SCHEDULE** hereunder written, hereinafter referred to as **the Said Flat** is **FREE FROM ALL ENCUMBRANCES WHATSOEVER TOGETHER WITH** proportionate undivided indivisible share in the land comprised in the said property comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302, morefully mentioned and described in the **FIRST SCHEDULE** hereunder written attributable to the said **Flat TOGETHER ALSO WITH** proportionate undivided share in the common areas facilities and installations fully mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the said **flat** with right to use the **COMMON PORTIONS/ AREAS AND INSTALLATIONS** in common with the other Co-owners **AND** reversion or reversions reminder or reminders and the rents issues and profits of and in connection with the said Unit **AND TOGETHER ALSO** the common expenses of remuneration for the maintenance, management administration of the premises and common areas and operation all machinery equipments installation lift and litigation expenses of

common purposes of common use and enjoyment of the common area and creation of funds for replacement and renovation fully mentioned and described in the **FOURTH SCHEDULE** hereunder written attributable to the said unit right to **COMMON EXPENSES** with the other co-owners **AND ALL** the estate right title interest property claim and demand whatsoever of the **VENDORS/OWNERS AND DEVELOPER** into or upon the said Unit hereby conveyed **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written hereinafter collectively referred to as the said **FLAT FREE FROM ALL ENCUMBRANCES**, charges, liens, lispendenses, trusts, attachments unto and to the use of the **PURCHASER** absolutely and forever **TOGETHER WITH** all liberties, privileges and all right of easements and appurtenances whatsoever attached to the said **Flat** or in any way appertaining thereto to be usually held, used or occupied therewith and all right, title, interest, claim, demand whatsoever of the **VENDORS/OWNERS AND DEVELOPER** into and upon the said **Flat** and every part thereof **TO HAVE AND TO HOLD** the said **Flat** hereby sold, conveyed, transferred unto and to the use of the **PURCHASER** his heirs, executors, administrators, successors, representatives and assigns absolutely and forever **NOTWITHSTANDING** any acts, deeds or things herein before done, executed or knowingly suffered to the contrary and the **VENDORS/ OWNERS AND** the **DEVELOPER** declare that they are now lawfully and absolutely seized and possessed of the said **Flat** as described in the **SECOND SCHEDULE** written hereunder, **FREE FROM ALL ENCUMBRANCES** charges, liens, attachments, trusts and lispendenses whatsoever and the said **First Schedule** mentioned property is not a Debottar or Pirottar Property and the same is not within the Wakf Estate and not hit by the Urban Land Ceiling and Regulation) Act, 1976 and not affected by any scheme of the Government or any Statutory Authority and neither notified to be acquired by the Land Acquisition or Requisition Act, nor vested or charged in any way or manner whatsoever and the **VENDORS/ OWNERS DEVELOPER** have full power and absolute authority to sell, transfer and convey the said **Flat TOGETHER WITH** all easementary rights of ingress and egress at all times for the beneficial use of the **PURCHASER** and the said **PURCHASER** shall and may at all times hereafter peaceably and

quietly possess and enjoy the said apartment/unit flat and receive the rents, issues and profits thereof and shall also be entitled to sell mortgage, lease or otherwise alienate, transfer the said flat hereby conveyed without lawful interruption claim or demand whatsoever by the vendors/ owners or any person lawfully or equitably claiming form under in trust for them and **FURTHER THAT** the Vendor covenant with the **PURCHASER** to have harmless indemnified and keep indemnified the **PURCHASER** from or against all encumbrances claiming, through or under them or in trust shall at all times hereafter at the request and cost of the **PURCHASER** claiming through or under them or in trust do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said Flat and every part thereof unto and to the use of the **PURCHASER**.

4.1 AND THIS DEED FURTHER WITNESSETH that the Purchaser alone shall be entitled to hold possess and enjoy the said Unit and the Properties Appurtenant Thereto as the absolute owner thereof and the Confirming Party doth hereby release relinquish and disclaim all his right title interest if any into or upon the said Unit and the Properties Appurtenant Thereto TO HOLD the same unto and to the Purchaser absolute and forever.

6. AND THE VENDORS AND/ OR DEVELOPER AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASER as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendors and/or developer or executed or knowingly suffered to the contrary the Vendors and/or developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Unit and the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors and /or Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit and the Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) **THAT** the Said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispens debuttar or trusts made or suffered by the Vendors

and/or developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.

- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors and/or Developer 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 lispens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Vendors and or Developer have not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

1. AND THE PURCHASER HEREBY COVENANT WITH THE VENDOR AND OR DEVELOPER as follows:

- 1.1.1 THAT** the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the SEVENTH SCHEDULE hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Commercial Complex.
- 1.1.2 THAT** the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the owner and until Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, as may be determined and fixed by the Developer and upon appointment of the Facility Management Company (FMC) to such FMC without raising any objection whatsoever.

1.1.3 THAT the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land Tax, Goods and Service Tax (GST) if any, and other levies impositions 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 Unit and Proportionately for the BLOCK as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year to the Vendor and upon appointment of the said FMC to such FMC.

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

2.1.1 THAT the Undivided variable share in land comprised in the Said BLOCK and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartiable.

2.1.2 THE right of the Purchasers shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/ or amenities comprised in the Complex.

2.1.3 THE said clusters of Buildings constructed on the First Schedule Property and Second Schedule property shall always be known as “**SOURAV’S**”

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

2.1.5 At or before entering into these presents the Purchaser has made himself/herself aware that the said residential complex comprise TWO residential blocks/building with a serene environment and the Purchaser agrees to maintain the decency of the said Complex and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said Complex and the Purchaser further acknowledge that nonpayment of maintenance charges is likely to affect the rendition of common services and maintenance of common parts and portions.

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

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

3. POSSESSION

3.1 It is hereby confirmed recorded and declared that the Purchaser has been put in vacant possession of the said Unit on _____.

3.2 On and from the said Possession Date the Purchaser has confirmed that he/she shall

a) Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings payable in respect of the said Unit and Properties Appurtenant Thereto until the Municipality assesses the same.

3.3 Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC. The Purchaser acknowledges that regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to effect the other owners and/or occupiers of various other Units units apartments and in this regard the FMC after formation/ appointment and till then the Vendor will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of his/her/its share on (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchasers is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchasers for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchaser shall forthwith make payment of the same to the FMC and/or Vendor as the case may be.

4. MANAGEMENT OF THE COMMON PARTS AND PAYMENT OF COMMON AREA MAINTENANCE CHARGES (CAM CHARGES)

- 4.1** The Purchaser has agreed to regularly and punctually make payment of the Common Area Maintenance Charges (hereinafter referred to as the CAM CHARGES)
- 4.2** The said CAM Charges shall be paid on the Estimated amounts payable for each month and upon close of each financial if the total CAM Charges paid by the Purchaser is less than the Actual CAM Charges payable by the Purchaser then and in that event the Purchaser shall be liable to forthwith make payment of the deficit amount and in the event of the Purchaser making payment in excess of the Actual CAM Charges payable by the Purchaser the same shall be adjusted and appropriated in the CAM Charges payable by the Purchaser for the following year.
- 4.3** In the event of nonpayment of such CAM Charges the Purchaser shall be liable to pay interest on the amounts lying in arrears at the rate of 15% per annum and this would be in addition to any other right which the Developer/FMC and/or Holding Organization may have for nonpayment of such CAM Charges

4.4 CONSEQUENCES FOR NON PAYMENT OF CAM CHARGES

- 4.4.1** The Purchaser acknowledges that regular and timely payment of the CAM Charges is a must, in as much as nonpayment thereof is likely to adversely affect the services in the said Housing Complex and as such in the event of any default on the part of the Purchaser the other Unit Owners shall be entitled to take an action against the Purchaser in the event of the Purchaser defaulting in making payment of such CAM Charges and in the event of the Purchaser committing default in making payment of CAM Charges and if such default shall continue for a period of three months then and in that event the Vendors and/ or SKDJ DREAMHOME / Management Company /Holding Organisation as the case may be shall be entitled to :

- i. disconnect the supply of electricity.
- ii. discontinue the supply of water
- iii. prevent the use of lift
- iv. discontinue Generator Services
- v. discontinue and/or disconnect all other amenities utilities and/or facilities and the same will not be restored until such time the Purchaser has made payment of all amounts lying in arrears together with interest at the rate of 15% per annum and such penal charges as may be levied by such FMC, IT BEING FURTHER MADE EXPRESSLY CLEAR that until such time all amounts lying in arrears together with interest accrued due thereon the Purchaser and/or the members of his family and/or his guests and/or visitors and/or any person claiming through or under the Purchaser shall

not be entitled to use and enjoy any of the facilities and/ or amenities comprised in the said Housing Project.

4.5 MAINTENANCE OF THE COMMON PARTS AND PORTIONS AND SUPPLY OF SERVICES

4.6.1 The Purchaser acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Purchaser authorizes the Developer to appoint a Facility Management Company on such terms and conditions as the Developer in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.

4.6.2 Unit such time the Developer has appointed such _____ the Developer shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Developer shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Purchaser as and by way of service charges

4.6.4 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services

4.6.5 HOLDING ORGANISATION - The Unit Owners amongst themselves shall form a Holding Organization for the said Complex which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION)

4.6.6 The Purchaser agrees to become a member of such holding Organisation and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organisation.

4.7 Until formation of the said Holding Organisation the Developer in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Commercial Complex and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

5. DEFECT LIABILITY

5.1 It is hereby expressly agreed that in the event of

- a) there being any structural defect in the said Apartment/Flat
- b) such defect is detected within a period of 5 years from the date of the issuance of Completion Certificate by Kolkata Municipal corporation

- c) such defect is not occasioned by any act deed or thing by the Purchaser or any person claiming through or under him/her or any third party
 - d) such defect is certified by the Architect for the time being
- Then and in that event the Vendors shall rectify such defects at its own cost

6. ROOF

6.1 Excepting that a portion of the ultimate roof of the building (hereinafter referred to as the COMMON ROOF) which has been reserved for common use and enjoyment of all the unit owners of the building, the Purchaser hereby disclaims all its right title interest claim or demand whatsoever or howsoever over and in respect of the remaining part of the roof (hereinafter referred to as the RESERVED ROOF) and the Purchaser hereby consents that the Vendors or any person authorised by it shall be entitled to:

- (a) Put up any neon sign, hoardings and other display materials on any part or portion on any of the roofs of the BLOCKS.
- (b) For the purpose of display of such neon signs and/or hoardings and/or display materials the Vendors shall be entitled to erect the same at its own cost.
- (c) To remain responsible for payment of taxes which may become payable in respect of such neon signs, hoarding and/or display materials.
- (e) To connect the Said neon signs and/or hoardings and or display material with common electricity line and other utilities at the Vendors cost.
- (f) To use the lifts, staircases and other common parts and portions for the purpose of repairs, replacement to such neon signs, hoardings and display material.

6.1.2 The Purchaser hereby consents and waives all its rights to enable the Vendors put up such neon signs, hoarding and other display materials and agrees not raise any objection whatsoever or howsoever or claim any share in the rent if any.

7. EXCLUSION OF LIABILITY

7.1 The Purchasers acknowledges that he/she/it/ has examined the entirety of the buildings and facilities and the Vendors/Developer in no event shall be responsible to the Purchasers or to anybody else at the said property expressly or impliedly for any accident or any damage or loss of any property belonging to the Purchasers.

8. SEVERANCE

8.1 If any term of indenture, in whole or in part, is held to be illegal and/or unenforceable either in the- eye of law or otherwise then and in that event the same shall be deemed not to form part of this Deed and the enforceability of the remaining terms and conditions contained in this Deed shall not be effected.

9. ENFORCEMENT OF THE COVENANTS

9.1 In the event of any breach on part of the Purchasers in performing its obligations and covenants in terms of this indenture and consequent thereto if the rights of the other owners and/ or occupiers are in any way effected because of the acts of negligence and/or default on the part of the Purchasers then and in that event the Vendor and upon the appointment of the FMC such FMC shall be entitled to specifically enforce their rights in terms of this indenture.

10. SUPERCESSION

10.1 The Deed supersedes all writings, understandings, agreements, brochures and any other understanding between the parties hereto and the Purchasers agrees not to rely on the same.

11. INDEMNITY

11.1 The Purchaser hereby acknowledges that is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/its Unit/ Apartment and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Vendor and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

FIRST SCHEDULE ABOVE REFERRED TO **(Description of Land)**

ALL THAT piece and parcel of **Rayata Dakhali Swatwiya** a demarcated plot of **Bastu land marked with Plot No. "A"** admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. [as per physical measurement] or 08 decimals Bastu land** according to 0.3333 share out of total 24 decimals Bastu land comprised in R.S. Dag No.789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576 with all sorts of easementary right **AND** a demarcated plot of **Bastu land marked with Plot No. "A1"** admeasuring 02(two) cottahs 01 (one) chittaks 05(five) Sqft. or 3.42 decimals **as per Physical measurement 02(two) cottahs 06 (six) chittak 32 (thirty two) Sqft. or as per ROR (L.R.) 4 Decimals Bastu land** according to 0.1132 share out of total 30 decimals land comprised in R.S. Dag No. 788 corresponding to **L.R. Dag No. 857** under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 95, 167, 2657 & 228 respectively both of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of Partly 6' feet wide common passage on

the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side **AND** a demarcated plot of **Bastu land marked with Plot No. "B"** admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. or 08 decimals** Bastu land according to 0.3333 share out of total 24 decimals Bastu land comprised in R.S. Dag No. 789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539 & 2875 respectively with all sorts of easementary right of 12' feet wide common passage middle portion of the Northern side **AND** a demarcated plot of **Bastu land marked with Plot No. "B-1"** admeasuring 01(one) cottahs 06 (six) chittaks 24 (twenty four) Sqft. or 2.32 decimals **as per Physical measurement 01(one) cottah 03 (three) chittaks 16 (sixteen) Sqft. or as per ROR (L.R) 02 decimals** according to 0.0431 share out of total 55 decimals land comprised in R.S. Dag No. 781 corresponding to **L.R. Dag No. 850** under **L.R. Khatian No. 3994** deriving from L.R. Khatian No. 933 both of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 6' feet wide common passage on the Eastern side and 12' feet wide common passage on the North East Corner **AND** a demarcated plot of **Bastu land marked with Plot No. "C"** admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. Bastu Land or 08 decimals** according to 0.3334 share out of total 24 decimals Bastu land comprised in R.S. Dag No. 789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right attached thereto **IN TOTAL ONE COMPACT PLOT OF RAYATA DAKHALI SWATWIYA BASTU LAND** containing an area of land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals TOGETHERWITH** newly constructed (G+IV) five storied residential building knows as **"SOURAV'S"** marked with **Plot Nos. "A", "A1"; "B", "B-1" & "C"** comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913**

deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land within the territorial Jurisdiction of District Sub Registrar – I, Howrah and Additional District Sub Registrar Ranihati, Howrah which is butted and bounded in the manner following :-

- ON THE NORTH:** Partly 12' (twelve) feet wide common passage towards South to North & West to East on the North East Corner; Partly Land of Anupam Das of R.S. Dag No. 781, Partly Land of Nirmal Kanta Ghosh of R.S. Dag No. 780, Partly 12' feet wide common passage towards South to North at the middle portion **and** partly Land of Nirmal Kanta Ghosh of R.S. Dag No. 780.
- ON THE SOUTH:** Partly Land of Arun Ghosh and Barun Ghosh of R.S. Dag No.791 and partly Land & Building of Nishikanta Ghosh & others of R.S. Dag No. 790.
- ON THE EAST :** Partly 12' (twelve) feet wide common passage towards West to East & South to North on the North East Corner; Partly 6' feet wide common passage towards South to North then Land & Building of Sushil Kumar Chattopadhyay of R.S. Dag No. 788, Partly Land & Building of Ranu Mondal of R.S. Dag No. 788 and Partly land of Arun Ghosh & Barun Ghosh of R.S. Dag No. 791.
- ON THE WEST :** Partly land & Building of Manas Bhuniya of R.S. Dag No. 779 and Partly Buri Khal (Cannel) of R.S. Dag No. 801.

SECOND SCHEDULE ABOVE REFERRED TO ABOVE
(The said Flat to be sold)

ALL THAT piece or parcel of one self contained residential and habitable flat **being No.** _____, on the _____ **floor,** _____ **Corner** measuring about _____ **sq.ft.** including super built-up area in between **Built up area** _____ **Sqft.** and **Carpet area** _____ **Sqft.** consisting of _____ Bed rooms, _____ Dining cum Living space, _____ Kitchen, _____ toilets and _____ verandah including all other common facilities, amenities and areas as containing in the said (G+IV) five multistoried building known as **“SOURAV’S” TOGETHER WITH** undivided impartiable proportionate share or interest of the said land comprised in R.S. Dag

Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 alongwith all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land. The particular of such entirety of premises morefully and particularly described in the **FIRST SCHEDULE** hereinbefore written, **AND TOGETHER WITH** all common facilities right over the passage, main entrance, Lift, Stair Case, landing space etc. morefully and particularly described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the expenses of maintaining and repairing of the common portion more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** the Specification of Constructed to the **PURCHASER** mentioned in the **SIXTH SCHEDULE** hereunder written, which is butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

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

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Vendors for use of any co-owner.
4. Entrance lobby in the ground floors of the building.
5. Driveways in the ground floor of the said premises.
6. Staircase including landing on all the floors of the said building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and

for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.

9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
13. Common toilets in the ground floor of the premises.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common area of the properties.
17. Boundary Walls.
18. Ultimate Roof and demarcated portion of the roof of the podium as well.
19. Fire Fighting system/control room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Vendors may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flat.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flat.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.

19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company /Holding Organization it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organization/ Association of the Purchasers (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund upon forwarding to the Holding Organization/ Association of the Purchasers shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization/Association of the Purchasers for of the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organization/Association of the Purchasers and with the terms of this Schedule.

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 Holding Organization.

1. The right in common with the Purchasers and/ or other person or persons entitled to the other part or parts of the Complex as aforesaid for the ownership and use of common part or parts of the Complex including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Block through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Complex for all purposes whatsoever.
3. The right of protection for other portion or portions of the Block by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the new building and/ or complex.
4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Complex for the purpose of ingress and egress to and from such other Part or parts of the Complex, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Complex.

5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid.

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

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

- i. The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/ or the co-owners and occupiers of the Complex 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 covered common areas installations and facilities in the Complex and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Unit by or from all parts of the Block so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Sa
- vi. id Unit through pipes drains wires and conduits lying or being in under through or over the Complex and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS)
HOUSE RULES**

After the Purchasers have taken over possession of the said Flat the Purchasers have a separate covenant as and by way of affirmative covenants has agreed:

- a) **TO CO-OPERATE** with the other co-Purchasers and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) **TO OBSERVE** the rules framed from time to time by the Vendors and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/ or Holding Organisation as the case may be.
- c) **TO ALLOW** the Vendors and/or its authorized representative and upon appointment of FMC, such FMC to enter into the said Flat and/ or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) **TO PAY** and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/ or in respect of the said Building including those mentioned in the FOURTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendors and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchaser.
- e) **TO DEPOSIT** the amounts reasonably required with the Vendors and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) **TO PAY** charges for electricity in or relating to the said Flat wholly and proportionately relating to the common parts.
- g) To use the said Flat for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat.

8.2 The Purchasers hereby further covenant by way of negative covenants as follows:

- a) **NOT TO** sub-divide the said Flat and / or the Parking space or any portion thereof.
- b) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- c) **NOT TO** store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- d) **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 construction of the building or any part thereof.
- e) **NOT TO** fix or install air conditioners in the said Flat save and except at the places, which have been specified in the said Flat for such installation.
- f) **NOT TO** allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/ or receptacles provided for such purpose.
- g) **NOT TO** do or cause anything to be done in or around the said Flat which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- h) **NOT TO** use the said Flat or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- i) **NOT TO** slaughter or permit to be slaughtered any animal and/or bird nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- j) **NOT TO** permit any sale by auction or public meeting or exhibition or display to be held upon the Flat nor to permit or suffer to be done into or upon the said Flat or any part thereof any act or thing which is illegal or

immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/ or occupiers.

- k) **NOT TO** keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/ or any other Flat in the said residential complex
- l) **NOT TO** discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- m) **NOT TO** create hindrance/obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.
- n) **NOT TO** damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- o) **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 Flat which in the opinion of the Vendors/FMC differs from the colour scheme of the building or deviation or which in the opinion of the Vendors/FMC may affect the elevation in respect of the exterior walls of the said building.
- p) **NOT TO** install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Vendors / Architect / FMC.
- q) **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 Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- r) **NOT TO** make in the said Flat any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Vendors/FMC and / or any concerned authority.

- s) **THE PURCHASER** shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna
- t) The Purchasers shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two-wheeler parking space by the Vendors to any other person and/or persons as the Vendors in their absolute discretion may deem fit and proper.
- u) **NOT TO** use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which mayor is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/ enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) **NOT TO** use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) **NOT TO** park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendors/FMC.
- x) **NOT TO** display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- Y) **NOT TO** do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

CAR PARKING / TWO-WHEELER SPACE/S :

- a. Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Vendors. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Vendors.
- b. **THE** said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. **THE** Purchasers shall not permit anybody to reside in the said Parking Space/ s or use the same for any other purpose other than parking of cars/Two- wheeler(s)

- d. **THE** Purchasers shall not park nor shall permit anybody to park the car(s) /Two-wheeler(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)/Two-wheeler(s).
- e. **THE** Purchasers shall not be entitled to cover up and/or make any . construction on the said Parking Space(s) and/or open spaces.
- f. **The** Purchaser shall not be entitled to wash or permit to be washed his/her car /vehicle in the car parking spaces after expiry of the hours time permitted by the Vendors and in the event of doing so the Purchaser shall be liable to clean up the parking space so that no hindrance or obstruction is caused to the other owners and occupiers of the housing complex.
- g. **NOT TO** store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. **TO** abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- i. **MUST NOT** let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

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

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

SIGNED SEALED & DELIVERED by the withinnamed **OWNERS/FIRST PARTY** in the presence of :

WITNESSES :

1.

As constituted attorney of the
Land owners
Sri Sourav Kumar Boral
@ Sourav Boral
Sri Rahul Boral
Smt. Ruma Boral

2.

SIGNED SEALED & DELIVERED by the withinnamed **DEVELOPER /SECOND PARTY** in the presence of:

WITNESSES :

1.

Signature of the **DEVELOPER**
M/S. S.R GROUP & DEVELOPER
Represented by its partners
Sri Sourav Kumar Boral
@ Sourav Boral
Sri Rahul Boral

2.

SIGNED SEALED & DELIVERED by the withinnamed **PURCHASERS /THIRD PART** in the presence of:

WITNESSES :

1.

2.

Signature of the **Purchaser**

Drafted & Prepared by :

Advocate
Judges Court, Howrah

Typed by :

Rupak Das Gupta.
Jagacha Govt. Colony, Howrha-711112.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** _____ within mentioned sum of Rs. _____ /- (Rupees _____) only as GST amount by Account Payee Cheque, RTGS/NEFT as payable to **DEVELOPERS** for sale of the **SECOND SCHEDULE** mentioned property with full and final satisfaction which we do hereby accepted and acknowledge the same as per memo below :

Sl. No.	Bank/Branch name	Date	MODE OF PAYMENT	Amount

(Rupees

) only

WITNESSES :

1.

As constituted attorney of the
Land owners
Sri Sourav Kumar Boral
@ Sourav Boral
Sri Rahul Boral
Smt. Ruma Boral

2.

Signature of the **DEVELOPER**
M/S. S.R GROUP & DEVELOPER
Represented by its partners
Sri Sourav Kumar Boral
@ Sourav Boral
Sri Rahul Boral