

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** made this the _____ day of _____ in the year Two Thousand Nineteen (2019).

AMONGST

(1). MAGENTA DISTRIBUTORS PRIVATE LIMITED, (PAN No. AAFCM8550M), a company having its office at premises no. 23A, N.S. Road, Fortuna Tower, 8th Floor, Room No. A11, P.O. GPO, P.S. Hare Street, Kolkata-700001, represented by its Director namely **SRI. SUDIP KUMAR SIL, (PAN No. BYLPS1553C) & (AADHAAR no. 854768530630) & (Mobile no. 9830905433)**, son of Sri. Basudeb Sil, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Dharmapur (CT), Dakshinayan Lane no.2, Natunpara, P.O. & P.S. Chinsurah, District – Hooghly, Pin-712102 and **(2). TARUSH MANAGEMENT PVT. LTD., (PAN No. AAFCM8550M)**, a company within the meaning of Companies Act, 1956 having its registered office at premises no. 23A, N.S. Road, Fortuna Tower, 2nd Floor, Room No. 12A, P.O. GPO, P.S. Hare Street, Kolkata-700001, represented by its Director namely **MRS. PRIYANKA AGARWAL, (PAN no. AFDPA9350B) & (AADHAAR no. 8960 7076 0275) & (Mobile no. 9836222283)**, married daughter of Bejoy Kumar Gupta and wife of Mahendra Agarwal, by faith - Hindu, by occupation - Business, by nationality - Indian, at present residing at Goala para, Champdani (M), Hooghly, P.O. Angus, P.S. Bhadreswar, Kolkata - 712221, hereinafter referred to as "the **Owners**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** successor and/or successors in interest and/or assigns) of the **FIRST PART**.

The **Vendors** are represented by its **Constituted Attorney MACWEL INFOSYSTEMS PVT. LTD.** a company within the meaning of Companies Act, 1956 represented by its Director **Mr. HRUDA NANDA DUTTA**, son of late Hrishikesh Dutta, by virtue of **Power of Attorney Being No. 02131 for the year 2015** recorded in Book No. I, CD Volume No. 5, Pages - 3157 to 3167, registered in the office of D.S.R - II, North 24 - Parganas, Barasat.

A N D

MACWEL INFOSYSTEMS PVT. LTD. (PAN no. AAHCM9678G), a company within the meaning of Companies Act, 1956 having its registered office at premises no. 23A, N.S. Road, Fortuna Tower, 3rd Floor, Room No. 3, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its directors hereinafter called the "**DEVELOPER**" represented by its director **Mr. HRUDA NANDA DUTTA, (PAN No. ADWPD2828G), & (AADHAAR no. 366864901359) & (Mobile no. 9830753600)**, son of late Hrishikesh Dutta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. 27, Pallymangal Colony, Paschim Barisha, P.O. & P.S. Thakurpukur, District - 24 Parganas (South), Pin code - 700063, hereinafter called the "**Developer**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners, successors, successors in office and assigns) of the **SECOND PART**.

A N D

SRI. _____, (PAN no. _____), (Aadhaar no. _____) & (Mobile No. _____), Son of _____, by Nationality - Indian, by faith - _____, by occupation - _____ and _____, **(PAN no. _____), (Aadhaar no. _____) & (Mobile No. _____)**, Son of _____ by Nationality - Indian, by faith - _____, by occupation - _____, residing at premises no. _____, hereinafter called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one **MEGENTA DISTRIBUTORS PVT. LTD**, a company within the meaning of Companies Act, 1956 having its registered office at 23, N.S. Road, Fortuna Tower, 8th Floor, Room No. A11, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its Director **Mr. Sudip Kumar Sil** and **TARUSH MANAGEMENT PVT. LTD.**, a company within the meaning of Companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 2nd Floor, Room No. 12A, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its director **Mrs. Priyanka Agarwala**, are the **joint Owners** of all that

piece or parcel one plot of land measuring about **82.90 Katha** be a little or more or less lying and situate at **Mouza -Dugdia** and **Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas.

AND WHEREAS the **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** are fully seized and possessed of or otherwise well and sufficiently entitled to absolutely forever, free from all encumbrances attachments whatsoever all that piece or parcel one plot of land measuring about **82.90 Katha** be a little or more or less lying and situate at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, Pin Code - 743423, District-North 24-Parganas be the same a little more or less, more fully and particularly described in the **Schedule – A** hereunder written.

AND WHEREAS thereafter, **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** converted the said land as **Housing Complex** from the office of the BL & LRO Barasat, North 24Parganas in the following manner :-

SL	Certificate of Conversion case no.	Memo No.
1.	13/2015	13/15/Bst-II/2198 (4)/ dated 17.09.2015
2.	156/2015	936/BL&LRO/BST-II/15 dated 10.09.2015
3.	157/2015	937/BL&LRO/BST-II/15 dated 10.09.2015
4.	158/2015	938/BL&LRO/BST-II/15 dated 10.09.2015
5.	159/2015	939/BL&LRO/BST-II/15 dated 10.09.2015
6.	225/17/SDL-BST/Bst-II	s-24/Conv.225/17/1104 dated 11.04.2018
7.	63/19/SDL-BST/BST-II	s-24/Conv.63/19/2950 dated 19.09.2019

Hence, the Land become as **Housing Complex**.

AND WHEREAS Thereafter the said **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** muted its names in several **L.R. Khatian Nos** in the records of **Falti Beliaghata Gram Panchyat** as recorded owner and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

AND WHEREAS during the possession of the said **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule 'A'** hereunder written by raising construction a new **Multistoried Building** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Multistoried Building** and gained knowledge thereto.

AND WHEREAS upon discussion with such building Contractors, Developers regarding construction of the said present **Owners** realized that it was not within its means and financial capacity to afford the cost and express required for construction of a new **Multistoried Building** and the Directors of the said Companies approached to the above named **Developer** namely **MACWEL INFOSYSTEMS PVT. LTD.** a company within the meaning of Companies Act, 1956, represented by its Director namely **Mr. Mahendra Agarwal** to help **them** in the matter of implementation of their idea of erecting the proposed new **Multistoried Building** by securing Intending Purchasers or residential and as will as commercial unit to be constructed according to the building plan to be sanctioned by the competent authority.

AND WHEREAS on hearing such intention of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD**, the **Developer** herein approached through its Director that **he** is agreed to undertakes the aforesaid job, where the **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** accepted the same under some terms and conditions mentioned thereon.

AND WHEREAS by the **Development Agreement Being No. 7465 for the year 2014**, duly registered on **18.06.2014** in the office of the A.R.A. – II, Kolkata and recorded in Book No. I, CD Volume no. 35, at pages 3735 to 3751 made between the **TARUSH MANAGEMENT PVT LTD** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'A'** hereunder written by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

AND WHEREAS after execution of the aforesaid **Development Agreement** by and between the **TARUSH MANAGEMENT PVT LTD** and **Developer** herein the **TARUSH MANAGEMENT PVT LTD** made and executed a **Power of Attorney Being No. 04402 for the year 2014**, duly registered on **23.06.2014** in the office of the A.R.A – III, Kolkata and recorded in Book No. IV, CD Volume no. 7, at pages 7649 to 7660 in favour of the **Developer** herein and thus appointed the **Developer** herein as the Attorney of the **TARUSH MANAGEMENT PVT LTD**.

AND WHEREAS by the **Development Agreement Being No. 02118 for the year 2015**, duly registered on **20.02.2015** in the office of the DSR – III, Barasat and recorded in Book No. 1, CD Volume no. 5, at pages 2951 to 2976 made between the **MEGENTA DISTRIBUTORS PVT. LTD** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'A'** hereunder written by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

AND WHEREAS after execution of the aforesaid **Development Agreement** by and between the **MEGENTA DISTRIBUTORS PVT. LTD.** and **Developer** herein the **MEGENTA DISTRIBUTORS PVT. LTD.** made and executed a **Power of Attorney Being No. 02131 for the year 2015**, duly registered on **20.02.2015** in the office of the DSR – III, Barasat and recorded in Book No. 1, CD Volume no. 5, at pages 3157 to 3167 in favour of the **Developer** herein and thus appointed the **Developer** herein as the Attorney of the **MEGENTA DISTRIBUTORS PVT. LTD.**

AND WHEREAS the **Developer** herein with a view to develop the said land by way of construction consists of numbers of flat, in the **Multistoried building**, formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building which has been sanctioned and approved by the competent authority.

AND WHEREAS under the aforesaid **Development Agreement** the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** specifically granted right to the **Developer** to enter into Agreement for sale of Flat or portion of the building and further more by a separate **Power of Attorney** executed immediately after the execution of the said **Development Agreement**, the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** authorize the **Developer** to sell and transfer all the flats and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the allocated portion of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** in terms of the **Development Agreement** both dated **18.06.2014** and **20.02.2015**.

AND WHEREAS by the **Development Agreement** both dated **18.06.2014** and **20.02.2015** the **Developer** have been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** from the intending Purchaser/s and issue money receipt in **its** own name and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation**.

AND WHEREAS by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'A'** hereunder written.

AND WHEREAS on being empowered and authorized by the Directors of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD**, the **Developer** started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **Zila Parishad, 24 Parganas (N)**. District Engineer on 26.04.2018 and sanctioned by the Pradhan, **Falti Beliaghata Gram Panchyat** on 21.05.2018..

AND WHEREAS Subsequent to the commencement of the Act, the **Developer** has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at North 24 Parganas under registration no. ----- issued by the authority in response to its Application dated -----.

AND WHEREAS the residential **Flat being no.** , on the **floor,** **side,** which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is

constructed at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. No. 160 & 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas, Pin Code - 743423, measuring more or less **Sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** only.

AND WHEREAS the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and are fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **Flat** being the fair market price and the **Purchasers** approached the **Developer / Confirming Party** for purchase of the mentioned residential **Flat** at or for the consideration of **Rs.** only.

AND WHEREAS the **Developer / Confirming Party** doth hereby undertake, confirm and assure unto the **Purchasers** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'E' & 'F'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer / Confirming Party** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Flat** more fully described in **Schedule 'D'** written hereunder in favour of the **Purchasers**.

AND WHEREAS at the request of the **Purchaser**, the **Developer / Confirming Party** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said residential **Flat** measuring more or less **Sq. ft.** more or less according to the terms and conditions hereinafter written.

NOW THIS DEED OF CONVEYANCE WITNESSETH and it is mutually agreed as follows :-

1). The **Owners** and **Developer / Confirming Party** shall sell and the **Purchaser** shall purchase a residential **Flat** being no. , on the **floor,** **side,** which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. No. 160 & 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas, Pin Code - 743423, measuring more or less **Sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per

provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** Only.

2). THAT in consideration of **Rs.** /- only paid by the **Purchaser** to the **Developer / Confirming Party** on or before the execution of these presents (the receipt whereof the **Developer / Confirming Party** do hereby admits and acknowledges and / or from the same every part thereof do hereby acquit and release and forever discharge to the **Purchaser** as per **Schedule 'E'** written hereunder.

3). That on receiving the full consideration money of the said residential **Flat** and all costs of the extra work (if any) from the said **Purchaser**, the **Developer / Confirming Party** shall execute a Deed of Conveyance of the aforesaid residential **Flat** in the name of the said **Purchaser** and handover the physical and habitable possession of the said residential **Flat** to the **Purchaser**. All registration cost of the said residential **Flat** will be borne by the **Purchaser**.

4). That the **Purchaser** may transfers the said residential **Flat** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Flat** to the **Developer / Confirming Party** and also after registration of the said residential **Flat** in the name of the **Purchaser**.

5). That the **Purchaser** shall pay all expenses for the documents whichever necessary for **their** personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.

6). That the **Purchaser** shall pay to the **Developer / Confirming Party** the maintenance charges of the said building per month from the date of delivery of possession or receive the letter of possession of the said **Flat** from the **Developer / Confirming Party** whichever is earlier till the formation of the Flat Owner's Association. The said charges will be fixed by the **Developer / Confirming Party**.

7). That the **Purchaser** shall pay the municipal taxes / khajna of the said building proportionately from the date of receipt the possession letter from the **Developer / Confirming Party** till the date of mutation of **his** residential **Flat** in the local Gram Panchayat.

8). Super built up area will be calculated as under :-

Covered area of flat + proportionate share of staircase and lift + service area = Super built up area.

9). The **Purchaser** shall also pay proportionately the charges of common electric meter and salary of security guard etc. to the **Developer / Confirming Party** till handover the possession to the Association.

10). All costs and expenses for replacement and enlargements or alteration of the existing water tanks and / or other fittings of any part thereof or replacement of extension thereof which are used or useable in common shall be incurred by the **Purchaser** proportionately with the other occupiers i.e. other flat owners or Occupiers of the said Building.

11). All provisions therein for water supply drainage and electricity shall be borne and paid by the **Purchaser**.

12). That the **Purchaser** shall pay the cost amount to the **Developer / Confirming Party** for installations of New Electric Service line including cost of each Electric meter.

13). Upon being required by the **Developer / Confirming Party**, the **Purchaser** shall immediately apply for separate electric meter or electricity connection for and in respect of the said **Flat** and until the same is obtained, the **Owners / Developer / Confirming Party** shall provide or cause to be provided reasonable quantum of electricity from its own arrangement and install electric sub meter at the said **Flat** and the **Purchaser** shall pay all charges for electricity and other utilities consumed relating to the said unit.

14). The original documents of the title of the property shall remain in the custody of the **Owners** and shall be produced before the **Purchaser** for verifying the genuineness of title to the said property.

AND WHEREAS the **Owners** and the **Developer / Confirming party** herein do hereby jointly and severally undertake, confirm and assure the **Purchaser** and covenant as under :-

- a). that the **Owners** are the absolute owner of the property and is lawfully entitled to convey and transfer this property unto the **Purchaser**;
- b). that no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). that the said property is free from all encumbrances, attachments and other

charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the **vendor** shall forthwith pay the same to the appropriate authorities.

d). the **Owners / Developer / Confirming Party** shall provide or cause to be provided to the **Purchaser** one electric sub meter or electricity connection for the said Flat until the main meter is obtained and the main meter shall be handed over by the **Owners / Developer / Confirming Party** to the **Purchaser** within one month from the date of possession.

AND WHEREAS the **Purchaser** herein do hereby undertake, confirm and assure the **Owners** and the **Developer / Confirming Party** and covenant as under :-

a) That the right of the **Purchaser** shall remain restricted to the said **Flat** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule 'A', 'B', 'C' and 'D'** hereunder.

b) That the said **Flat** shall always be used by the **Purchaser** only for the purpose of residence.

c) That the **Purchaser** and other owners / occupiers of the said building shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.

d) The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps, tube well and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Purchaser** and occupier thereof, shall be paid by the said Society, Association.

e) The **Purchaser** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.

f) In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Purchaser** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.

g) The **Purchaser** shall be liable to make payment of the Service tax, Municipal rates, taxes and outgoings in respect of **his Flat** in full.

h) The **Purchaser** shall have the absolute right to mutate **his** name before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **Flat** of the said building shall not be separately assessed for taxes, the **Purchaser** shall pay to the **Developer / Confirming Party** a proportionate share of the Panchyat Taxes, water tax of any in respect of **his Flat** on the **Floor** of the building such apportionment shall be made by the **Developer / Confirming Party** in consultation with the **Purchaser** on the basis of the area acquired by **him**.

i) The **Developer / Confirming Party** shall appoint a Caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat owners of the said Apartment. An amount is to be paid by flat owners per month to the **Developer / Confirming Party** until the Association, Society is formed, in order to look after the building and its common amenities.

j) To permit the **Developer / Confirming Party** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the **Purchaser** to check / view and examine the state and condition on the said space and **his** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.

k) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.

- l) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.
- m) To keep the internal portion of the said **Flat** and every part thereof in good condition so as the support other supporting parts of the building.
- n) Not to make any addition or alteration in structural work of the said flat except with the prior approval and sanction of the local Gram Panchayat or any other appropriate authority/s.
- o) Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.
- p) Not to keep any inflammable goods in the said unit except cooking Gas.
- q) Not to raise any objection in respect of amenities / facilities provided by the **Developer / Confirming Party** in the said building Complex.
- r) Not to do any act, deed or thing whereby the **Owner / Developer / Confirming Party** is prevented from selling, assigning or disposing off any other portion or portions of which the Owner is the only absolute owner, in the said building.
- s) To use in common with occupiers and owners of other flats of the building the common areas and facilities as described in the **Schedule 'D'** hereinafter written.
- t) Neither claim any benefit nor oppose to any construction / extension, if made, of the said building by **Developer / Confirming Party**.
- u) Not to raise any objection in respect of minor violation of the measurement of the **Flat**.
- v) Not to raise any objection in respect of the Extra charges borne by the **Developer / Confirming Party** for completing Extra work as per the choice of the **Purchaser**.
- w) After possession of the said **Flat** is taken over by the **Purchaser**, he shall not be entitled to raise any dispute against or claim any amount from the **Owners / Developer / Confirming Party** on account of any constructional defect in the said unit or in the building.

SCHEDULE "A" ABOVE REFERRED TO
(Description of the Land and Property)

ALL THAT piece and parcel of **Housing Complex** Land measuring about **82.90 Katha** comprised in part / portion of R.S. / L.R. Dag nos. **174, 175, 176, 177, 178, 63/971, 63/972 and R.S. Khatian nos. 5, 27, 28, 43, 77, 85, 105, 130, 385, 416, 503, 590, 694, 697, 698, 699, 700, 909, 1375 and L.R. Lhatian no. 760, 1288** be a little or more or less lying and situate at **Mouza - Dugdha and Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat II (old), Sashan (new)**, Pin Code - 743423, District-North 24-Parganas, West Bengal together with all common passage easementary right etc.

Butted and bounded by :-

ON THE NORTH	Sondalia station
ON THE SOUTH	Rajarhat Kharibari Road
ON THE EAST	Sashan Police Station
ON THE WEST	Barasat Station

(Flat hereby conveyed)

PART - I

ALL THAT a **Flat** being no. _____, on the _____ floor, _____ side, which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdha and Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas, Pin Code - 743423, measuring more or less _____ sq. ft. Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **G+4 storied building** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A' & 'D'** hereinabove written.

AND

PART - II

ALL THAT one Car Parking Space on the Ground Floor measuring more or less 135 sq. ft. (Approx One Hundred and Thirty Five).

**THE SCHEDULE 'C' ABOVE REFERRED TO
(Construction and finishing Specification)**

Foundation	R.C.C. Pile Foundation
Super Structure	Earthquake Resistant Reinforced Cement Concrete Framed Structure with Brickwork infill.
Grade of Concrete	a) All reinforced Concrete works shall conform a minimum grade of M25. b) Lean Concrete used in mud matt or other places such as foundation base or flooring shall conform to M10 with nominal mix of 1:3:6 using jhama khoa.
Masonry Works	a) All external walls will be 250 mm thick of First Class Brick masonry with first class brick cement mortar 1:6 and Anti Fungal External Grade Paint. b) All internal walls will be 125 mm thick of First Class Brick masonry in cement mortar 1:4 as per Architect's Design. Plaster of paris/Putty finish over plastered surface.
Flooring	<ul style="list-style-type: none"> • Living, Dining, Bed Rooms and Internal passage : 24"x24" vitrified Tiles. • Kitchen, Toilets, Balconies, Common Lobby and Staircase : 12" x 12" • Antiskid Ceramic Tiles. • Kitchen Counter : Pre-polished Green Marble Slab.
Dado	<ul style="list-style-type: none"> • Toilets : 8" x 12" Glazed Tiles upto 7'height. • Kitchen : 8"x12" Glazed Tiles upto 2' height over Kitchen Counter.
Doors	<ul style="list-style-type: none"> • Main Doors to Tenement : 35mm thick Flush door of standard makes with veneer finish with 4"x2.5" frame as per Architect's Design. • All other Internal Doors : 32mm thick water proof Flush Door of standard makes with 4"x2.5" frame as per Architect's Design. • All Toilet Doors : PVC shutter makes with 4"x2.5" wooden frame as per Architect's Design. • Balcony Door : Power coated Aluminium Sliding door as per Architectural drawing.
Windows & Railings	<ul style="list-style-type: none"> • Aluminium Sliding Window/Louvers. • Balcony and Staircase : Mild Steel Ralling as per design coated with Enamel Point.
Sanitary & Plumbing	<ul style="list-style-type: none"> • Water Supply : Concealed GL Water Pipes. • Sewerage & Drainage : PVC Soil and Waste Pipes. • Toilet Fixtures : White Ceramic Basin and Euriepan/Indian Style WC with PVC Cistern. • Taps & Fittings : Standard Chromium Plated. • Kitchen sink : Stainless Steel
Electrical	<ul style="list-style-type: none"> • Wiring : Concealed conduit with FRLS Copper Wires. • Switches : White Colour Semi Moduler Type Switches • Light & Fan Points : Standrad Numbers along with Foot. • TV Points : In living Hall • Telephone Point : In Living Hall • AC Point : In master Bedroom • Microoven, water Purifier, Washing machine and Chimney Points.

**THE SCHEDULE 'D' ABOVE REFERRED TO
COMMON AREAS COMMON TO THE CO-OWNER
(Common Portions)**

ALL open spaces, corridors, hallways, Premises, stairways, internal and external passages, passage-ways, lobbies, entrance, exists/gates, garden, watch towers, shafts/ducts, drains,

sewers, pits, pump house, overhead water tank, water pump and motor, drive-ways, pathways, walkways, common lavatories, Generator for common services, transformer, sewerage treatment plant, fire Fighting systems, common lighting systems and infrastructure, recreation areas, clubs facilities, other amenities and other facilities in the Project which may be provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as are mentioned in the Schedule hereunder written.

(Common Areas & Amenities)

1. Water supply arrangement.
2. Water pump/s and motor/s.
3. Central drainage and sewage pipeline and connection with Municipality, if available.
4. Wiring, fittings and accessories for lighting of common portions of the said complex.
5. Installations for receiving and distributing electricity from supply agency.
6. Boundary walls and main gates of the said complex.
7. Internal Roads and walkways within the said complex.
8. Community Hall, Gym. Swimming Pool, Kids Pool, Children's Tot Lot, Jogger's Track, Open Amphitheater, Water Theme Park, Club, Play Room, Golf Course, Cricket Net Practice area, Lawn Tennis area.

(Common Service Area)

1. **MAINTENANCE** : All expenses for maintaining white washing painting repairing renovating and replacing the common areas and installations including the other walls of the building.
2. **OPERATION** : All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
3. **STAFF** : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.
5. **RESERVES** : All creating of fund for replacement renovation and / or other periodic expenses.
6. **OTHERS** : All other expenses and outgoings including litigation expenses as are incurred by the Owners and or the Association for the common purpose.
7. **INSURANCE** : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

THE SCHEDULE 'G' ABOVE REFERRED TO
PAYMENT SCHEDULE

Part-I

The total consideration of the said residential **Flat** is fixed and settled by the parties for a sum of _____ only which is to be paid by the **Purchaser** to the **Developer / Confirming Party** on or before the execution of these presents.

Additional Payments payable wholly by the Purchaser

Part-II

- (a). Sales tax, service tax, works contract tax, VAT, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said Flat / Unit in favour of the **Purchaser**.
- (b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said Flat / Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c). Charges levied by the **Developer / Confirming Party** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said **Flat** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges,

additions, alterations or variation.

(d). SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed By the Vendors or the Committee entrusted with the management and upkeep of the said Building.

(e). The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchaser** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchaser** or used by **him** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchaser** in common as aforesaid.

(f). The costs of maintaining and decorating the exterior of the building.

(g). The costs and expenses for running operations and maintaining water pump, electric motors etc.

(h). The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

(i). The costs of working and maintenance of other lights and services charges.

(j). The proportionate rates and outgoings in respect of the said **Flat** which is otherwise to be borne and paid by its owners.

(k). Maintenance of regular water supply to the flats.

(l). Security Deposit & Service charges for sanction of new and separate electric meter from W.B.S.E.B. in the name of the **Purchaser**.

(m). Formation of the Association for the Common Purpose.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the **parties** at KOLKATA

In the presence of :-

1.

2.

MACWEL INFOSYSTEMS PVT. LTD. hereinafter called the
"DEVELOPER" represented by its director **Mr. HRUDA
NANDA DUTTA** As constituted Attorney on and for behalf of
MEGENTA DISTRIBUTORS PVT. LTD. and **TARUSH
MANAGEMENT PVT. LTD.** Vendors herein

Signature of the **VENDOR**

Signature of the **DEVELOPER/
CONFIRMING PARTY**

Signature of the **PURCHASERS**

**Read over, Explained, Drafted
& Prepared By me as per documents
and information supplied to me :-**

**Sri. Swapnadip Das,
Advocate.**

6, Old Post Office Street,
Gr. Floor, Room No. 56

Kolkata - 700 001

☎ 9830168651 ☎

☎ (033) 22481990 ☎

E.Mail : swapnadip_das@ yahoo.com

Enrolment no. WB/1782/02

Memo of consideration

MACWEL INFOSYSTEMS PVT. LTD. hereinafter called the “**DEVELOPER**” represented by its director **Mr. HRUDA NANDA DUTTA**, hereby received of and from the within named **Purchaser/s**, (1). _____ and (2). _____, within mentioned sum of **Rs.** _____ **/- (Rupees)** _____ **) only** as full and final consideration as per Memo below : -

Sl. no.	Dated	Mode of Payment	Amount (Rs)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Total : Rs. _____ **(Rupees)** _____ **) only.**

SIGNED, SEALED & DELIVERED
at KOLKATA In the presence of :-

1.

2.

Signature of the **DEVELOPER /**
CONFIRMING PARTY