

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made at Kolkata this the _____ day
of November, 2018

BY AND BETWEEN

(1) SRI VIJAY KUMAR SHAW (PAN: _____), son of Kesto Lal Shaw, by faith - Hindu, by occupation – business, residing at 4B, Mahendra Srimani Street, Post Office _____, Police Station - _____, Kolkata - 700009, **(2) SRI SHIV SANKAR JAISWAL** (PAN: _____), **(3) SRI NARENDRA KUMAR JAISWAL** (PAN: _____), **(4) SRI CHANDRA SEKHAR JAISWAL** (PAN: _____) all sons of Late Lochan Ram Jaiswal alias Shaw, all by faith – Hindu, by occupation - business, all residing at No.7 Simla Street, Post Office – Beadon Street, Police Station – Girish Park, Kolkata – 700006 hereinafter jointly referred to as **“the Owners/Vendors”** (which term and expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context or meaning thereof, be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

-AND-

GANGOTRI BUILDCON PRIVATE LIMITED (Income Tax PAN: AABCG2276J), a company incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 27A, Waterloo Street, 2nd Floor, Room No. 205, Post Office - _____, Police Station – Hare Street, Kolkata – 700 069, duly represented by one of its directors, Mr.Gourav Kumar Gupta (PAN:_____), son of Sri Mohan Kumar Gupta, residing at _____ Post Office - _____, Police Station - _____, hereinafter called and referred to as **“the Promoter/Developer”** (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context or meaning thereof, be deemed to mean and include its successors-in-interest, successors-in-office and assigns) of the SECOND PART.

-AND-

MR./MS. _____(PAN:_____), son/wife/daughter of _____ by faith - _____, by occupation - _____, residing at _____Post Office _____, Police Station - _____, Pin _____, hereinafter called and referred to as **“the Allottee/Purchaser”** (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns) of the THIRD PART.

For the purpose of avoiding unnecessary repetition and for the sake of brevity, the Vendors, Promoter/Developer and Allottee/Purchaser, hereinafter and hereunder, whenever and wherever necessary shall collectively be referred to as “Parties”.

WHEREAS :

- A. One Panchu Gopal Pal was the original owner in respect of a plot of land measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, lying and situates at Holding no.59-K, G.T. Road in Mouza Kotrung, under the local limits of Uttarpara Kotrung Municipality, Police Station – Uttarpara, in the District of Hooghly (hereinafter referred to as the ‘said property’) free from all encumbrances.
- B. The said Panchu Gopal Pal died intestate leaving behind his wife, Smt. Provabati Pal, two sons, Ashoke Kumar Pal, Ajit Kumar Pal and one daughter, Arati Pal, as his legal heirs and representatives.
- C. After the demise of the said Panchu Gopal Pal, the said Smt. Provabati Pal, Ashoke Kumar Pal, Ajit Kumar Pal and Arati Pal, being the legal heirs and representatives of the said Panchu Gopal Pal, became the

joint owners in respect of the said property having undivided, impartible, proportionate $1/4^{\text{th}}$ (one-fourth) share and/or portion each, free from all encumbrances.

- D. The said Ashoke Kumar Pal, Ajit Kumar Pal, Arati Pal and Provabati Pal, while being in possession of the said property, by virtue of a registered deed of sale dated 9th June, 1964 registered with the office of the Sub-Registrar, Serampore, Hooghly and recorded in Book No. I, Volume No. 66, Pages 122 to 128, being no.5143 for the year 1964, sold, transferred and conveyed the said property unto and in favour of Vijay Kumar Shaw, Bechu Ram Shaw and Shiv Sankar Jaiswal for valuable consideration free from all encumbrances.
- E. After the purchase as aforesaid, the said Vijay Kumar Shaw, Bechu Ram Shaw, Shiv Sankar Jaiswal became the joint owners in respect of the said property, each being entitled to undivided, impartible and proportionate $1/3^{\text{rd}}$ share and/or portion thereof.
- F. While being absolutely well seized and possessed of the aforesaid property and being otherwise sufficiently entitled thereto, the said Bechu Ram Shaw, one of the co-owners of the said property, having undivided, impartible and proportionate $1/3^{\text{rd}}$ share therein under and by virtue of a registered indenture dated 12th February, 1974 sold, transferred and conveyed to and in favour of Narendra Kumar Jaiswal and Chandra Sekhar Jaiswal, being the Purchasers therein and the owner nos.3 and 4 herein, all that the undivided and proportionate $1/3^{\text{rd}}$ share and/or portion of the said property in lieu of valuable consideration free from all encumbrances, which was registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 48, Pages 220 to 229, being no.727 for the year 1974.
- G. By virtue of the purchase as aforesaid effected vide indenture dated 12th February, 1974, the said Narendra Kumar Jaiswal and Chandra Sekhar

Jaiswal stepped into the shoes of the said Bechu Ram Shaw and became the joint owners in respect of undivided, impartible and proportionate 1/3rd share and/or portion of the said property and started using and occupying the same being well seized and possessed thereof alongwith the co-owners of the said property free from all encumbrances.

H. As a consequence of the aforesaid, the said Vijay Kumar Shaw, Shiv Sankar Jaiswal, Narendra Kumar Jaiswal and Chandra Sekhar Jaiswal thus jointly became the owners of the entirety of the said property in different shares and/or portions as indicated hereinbelow, free from all encumbrances being well seized and possessed thereof.

Sl. No.	Name	Share in the property
1)	Vijay Kumar Shaw	1/3 rd
2)	Shiv Sankar Jaiswal	1/3 rd
3)	Narendra Kumar Jaiswal	1/6 th
4)	Chandra Sekhar Jaiswal	1/6 th

I. While so enjoying the joint possession and ownership of the said property, the Owners herein, became desirous of developing the same by erecting and/or constructing a multistoried building thereon, after demolishing the existing old structure and in furtherance of such desire, the owners have approached M/s. Gangotri Buildcon Pvt. Ltd., the Promoter/Developer herein, for developing the said property by construction of multistoried building thereon consisting of several self-contained flats/apartments after demolishing the existing structure standing thereon and accordingly a development agreement was made and/or executed on 7th day of August, 2014 which was registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, CD Volume No.7, Pages 3052 to 3091, being no.03041 for the year 2014 and by virtue thereof the Promoter/Developer has agreed to develop the said property by

erecting and/or constructing multistoried building(s) at and over the said property as per the terms and conditions as agreed by and between the owner and the Promoter/Developer and in accordance with the building plan to be sanctioned and/or obtained from the Uttarpara Kotrung Municipality.

- J. Subsequent to the aforesaid execution of the development agreement and by virtue of a registered power of attorney dated 7th August, 2014 which was registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No.IV, CD Volume no.10, pages 2857 to 2872 being no.05647 for the year 2014, the Owners granted all powers and authorities to the Promoter/Developer herein for development of the property and construction of multistoried building(s) thereon as per the building plan to be sanctioned and/or granted by the Uttarpara Kotrung Municipality and also for selling the flat/apartment to be constructed in the proposed multistoried building(said) being the portion under the Promoter/Developer's allocation as per the terms of the development agreement unto and in favour of the intending Allottee/ Purchasers.
- K. In pursuance to the said development agreement and in furtherance thereof the Promoter/Developer caused a map or plan to be sanctioned by the Uttarpara Kotrung Municipality vide Building Permit No. 70 dated 13.02.2018 in respect of one G+ 4 storied building comprising of various flats/apartments, and car parking spaces capable of being held and/or enjoyed independently of each other.
- L. In terms of the said development agreement and the plan sanctioned by the Kotrung Municipality, Hooghly the Promoter/Developer has already completed the work of construction of the said G+4 storied building as per the specification as contained in the said development agreement.
- M. The Allottee/Purchaser(s) being desirous of acquiring a flat/apartment on ownership basis comprised in the said building has approached the

Promoter/Developer/confirming party in order to purchase a flat/apartment in the said building and the Promoter/Developer has agreed to sell and transfer and the Allottee/Purchaser(s) has agreed to purchase and acquire out of the Promoter/Developer's allocation in the said building ALL THAT the Flat/apartment No.____ on the ____ floor of the building containing by estimation an area of _____ square feet (be the same a little more or less) TOGETHERWITH the undivided proportionate share or interest in the land lying beneath the said building appurtenant thereto AND TOGETHERWITH the proportionate share in all common parts portions areas and facilities to comprise in the said building (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) togetherwith ONE/NIL covered car parking space on the ground floor of the said building measuring an area of about 120 square feet, be the same a little more or less, for the consideration and subject to the terms and conditions hereinafter appearing.

- N. By an agreement dated _____ (sale agreement) entered into between the said _____ one part, the Promoter/Developer herein of the second part and the Allottee/Purchaser herein of the third part, the Promoter/Developer agreed to sell and the Allottee/Purchaser(s) agreed to acquire on ownership basis out of the Promoter/Developer's allocation in the said building FIRSTLY all that the flat/apartment, being no.____ on the ____ floor of the building constructed at the said premises containing by estimation an area of _____ sq.ft. (more or less) and SECONDLY all that ONE/NIL covered car parking space on the ground floor of the building measuring an area of about 120 sq.ft. (more or less) and togetherwith the right for the Allottee/Purchaser(s) and/or any person and/or persons claiming through him/her/it/them to use the common parts and portions in common with others and alongwith all that the undivided, undivisible, impartible, proportionate share or interest in the said land attributable to the block/building in which the flat/apartment is situated (hereinafter collectively referred to as the said FLAT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO free from all encumbrances charges liens lispendences

attachments trusts whatsoever or howsoever for the consideration and on the terms and conditions contained and recorded in the said agreement (hereinafter referred to as the 'sale agreement').

- O. The Allottee/Purchaser(s) from time to time in terms of the said sale agreement has made full payment of the amount of the consideration agreed to be paid by the Allottee/Purchaser(s) to the Promoter/Developer and has now requested the Promoter/Developer to execute the deed of conveyance in respect of the said FLAT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO which the Promoter/Developer has agreed to execute subject to terms and conditions hereinafter appearing.
- P. At or before execution of these presents the Allottee/Purchaser(s) has/have fully satisfied himself/themselves and has/have agreed not to raise any objection as to the:
- i) Title of the Owners/Vendors;
 - ii) The terms and conditions contained and recorded in the said development agreement;
 - iii) The plan sanctioned by Kotrung Municipality, Hooghly;
 - iv) The right of the Promoter/Developer to enter into this agreement.
- Q. The Allottee/Purchaser(s) further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services comprised in the building, making payment of the maintenance charges regularly and punctually is an essential pre-condition.

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

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN as follows:

1. THAT In pursuance of the said Sale Agreement AND in further consideration of the said Development Agreement and in further consideration of a sum of Rs. _____/- (Rupees _____) only of the lawful money of the Union of India well and truly paid by the Allottee/Purchaser(s) to the Promoter/Developer at or before the execution hereof (the receipt whereof the Promoter/Developer doth hereby and also by the receipt hereunder written, admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Allottee/Purchaser(s) and also the said flat/apartment and the properties appurtenant thereto hereby intended to be sold and transferred) the owner does hereby sell transfer convey and/or release and the Promoter/Developer does hereby confirm such transfer and relinquish and disclaim all its right title interest into or upon ALL THAT the flat/apartment, being no. _____ on the _____ floor of the building constructed at the said premises containing by estimation an area of _____ - sq.ft. (more or less) consisting of ____ bed rooms, 1 (one) dining room, 1 (one) Kitchen, 2 (two) toilets and ONE/NIL covered car parking space on the ground floor of the building measuring an area of about sq.ft. (more or less) being comprised in the Promoter/Developer's allocation of the said building (hereinafter collectively referred to as "the said flat/apartment, morefully and particularly mentioned and described in the SECOND SCHEDULE (Part-II and III) hereunder written TOGETHERWITH the right for the Allottee/Purchaser(s) and/or any person and/or persons claiming through him/her/it to use the common parts and portions in common with others and also to hold the undivided impartible share in the land underneath the building in which the said flat/apartment is situated ALONGWITH the right to use the common areas installations and facilities in common with the other co-Allottee/Purchasers and the owners and the other lawful occupants of the building, morefully and particularly mentioned and described in the THIRD SCHEDULE hereunder written, but excepting and reserving such rights easements quasi-easements privileges reserved for any particular flat/apartment and/or the society and/or associations of co-owners TOGETHERWITH all easements or quasi-easements and provisions in connection with the

beneficial use and enjoyment of the said flat/apartment and the properties appurtenant thereto TO HAVE AND TO HOLD the said flat/apartment and properties appurtenant hereby sold, transferred and conveyed and every part or parts or parts thereof unto and to the use of the Allottee/Purchaser(s) subject to the restrictions and also subject to the Allottee/Purchaser(s) making payment of the maintenance charges and other charges payable in respect of the said flat/apartment and the properties appurtenant thereto to the society and/or association holding organization (morefully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written).

2. AND THE OWNERS/VENDORS AND/OR PROMOTER/DEVELOPER HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER(S) as follows:-

- a) THAT notwithstanding any act deed or matter or thing whatsoever done by the Owners and/or the Promoter/Developer or executed or knowingly suffered to the contrary, the owners and/or the Promoter/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well as sufficiently entitled to and possessed of and/or otherwise well and sufficiently entitled to the said flat/apartment and properties appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible right of estate or inheritance therein without any encumbrances which would make such transfer void.
- b) THAT notwithstanding any act deed or thing whatsoever done hereinbefore, the owners and/or the Promoter/Developer now has good right full power and absolute authority to grant convey transfer, sell and assign all that the said flat/apartment and properties appurtenant thereto hereby sold conveyed and transferred or expressed so to be unto and to the use of the Allottee/Purchaser(s) in the manner aforesaid.

- c) THAT the said flat/apartment and properties appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments, lispensens debuttar or trusts made or suffered by the owners and/or the Promoter/Developer or any person or persons having or lawfully or equally claiming any estate or interest therein through under or in trust for the owners and/or the Promoter/Developer.
- d) THAT the Allottee/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said flat/apartment and properties appurtenant thereto and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the owners and/or the Promoter/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Allottee/Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the owners and/or the Promoter/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the owners and/or the Promoter/Developer and all persons having or lawfully or equitably claiming any estate or interest in the said flat/apartment and properties appurtenant thereto or any part thereof through under or in trust for the owners and/or the Promoter/Developer shall and will from time to time and at all times hereafter at the request and cost of the Allottee/Purchaser(s) make and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said flat/apartment/car parking space and every part thereof unto and to the use of the Allottee/Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

- g) That the owners and/or the Promoter/Developer has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the said flat/apartment and properties appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

3. AND THE ALLOTTEE/PURCHASER(S) HEREBY COVENANT WITH THE CONFIRMING PARTY as follows:-

- a) THAT the Allottee/Purchaser(s) 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 flat/apartment and properties appurtenant thereto and also the obligations including the obligations of payments of common expenses as set forth in the FOURTH SCHEDULE hereunder written.
- b) THAT the Allottee/Purchaser(s) shall at all times, from the date of possession of the said flat/apartment and properties appurtenant thereto regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, building tax, water tax, urban land tax, 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 flat/apartment/car parking space and proportionately for the common parts and portions in the building and until mutation is effected in the name of the Allottee/Purchaser(s), the Allottee/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 from time to time.

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

- a) THAT the undivided share in land whereupon the building is standing and the proportionate share in common parts and portions hereby sold and transferred and attributable to the said flat/apartment and properties appurtenant thereto shall always remain impartible.
- b) The right of the Allottee/Purchaser(s) shall remain restricted to the said flat/apartment and properties appurtenant thereto and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the building.
- c) At or before entering into these presents the Allottee/Purchaser(s) have agreed to maintain the peace and decency of the said building 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 peace and decency of the said building and the Allottee/Purchaser(s) further acknowledge that non-payment of maintenance charges is likely to affect the rendition of common services and maintenance of common parts and portions.
- d) The Allottee/Purchaser(s) shall obtain separate electricity meter for the said flat/apartment and properties appurtenant thereto in his/their name at own cost/expenses for that the owners/Promoter/Developer shall offer necessary assistance. The Allottee/Purchaser agree(s) to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

5. TITLE:

- a) The Allottee/Purchaser(s) has inspected and examined the title of the Promoter/Developer and/or the owners/vendors in respect of the premises and the building standing thereon comprising of several flat/apartment/car parking spaces and the manner of devolution thereof and the Allottee/Purchaser agree(s) and

covenant(s) not to raise any objections thereto or make any requisitions in connection therewith.

- b) The Allottee/Purchaser(s) has prior to the execution of this agreement already inspected and satisfied himself about the title deeds, building plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the building including the common parts and portions and the reservations of the rights and portions of the owners/vendors.
- c) The Allottee/Purchaser(s) has/have agreed not to raise any objection regarding the title of the Promoter/Developer and/or the owners/vendors.

6. CONSIDERATION & PAYMENT:

The Allottee/Purchaser(s) has also agreed to pay to the vendor in addition to the consideration amount hereinabove mentioned, proportionately all applicable statutory outgoings and expenses including all charges and costs for any alterations in the said flat/apartment or any other extra facilities with specifications in construction etc. which the vendor and/or the Promoter/Developer may on a later date decide to provide, which is presently not taken into consideration, including the costs, charges and expenses for revision of the plan to the extent if related to such alteration and shall also pay wholly the service tax and all other applicable taxes payable to the owners/vendors and/or the Promoter/Developer.

In addition to the aforesaid consideration amount, the Allottee/Purchaser(s) shall also deposit with the owners/vendors and/or the Promoter/Developer or the society or association of the flat/apartment/car parking space owners, as the case may be, such amounts as detailed under the FOURTH SCHEDULE hereunder written. In case the exact amount on any head has not been assessed and determined, reasonable estimation

thereof shall be payable subject to subsequent accounting and settlement within a reasonable period.

7. POSSESSION :

It is hereby recorded that the Allottee/Purchaser(s) has/have already taken and/or received possession in respect of the said flat/apartment and properties appurtenant thereto from the Promoter/Developer who have delivered peaceful and vacant possession of the same to the Allottee/Purchaser(s) free from all encumbrances.

8. ASSOCIATION:

The owners/vendors and/or the Promoter/Developer will be entitled to engage and/or appoint maintenance agency/ company for carrying out the maintenance and collection of maintenance charges etc. from the flat/apartment holders. Such maintenance agency/ company shall be accountable to the owners/vendors and/or the Promoter/Developer and after an association of the flat/apartment holders is duly constituted, to such association. For the aforesaid purposes, the Allottee/Purchaser(s) shall be obliged to execute a separate agreement with such maintenance agency/ company. The Allottee/Purchaser declare(s) that the Allottee/Purchaser has/have duly approved the format of such agreement.

After the transfer of all the flat/apartment/car parking space in the building at the said premises, the vendor and/or the Promoter/Developer shall assist the flat/apartment/car parking space holder to form an association for the common purposes and the flat/apartment/car parking space holders shall be made members thereof with equal powers therein. In other words, each flat/apartment/car parking space shall represent one or proportionate share, irrespective of the number of persons owning it and irrespective of the same person owning more than one flat/apartment. A tenant or licensee of the flat/apartment holder shall not be entitled to become such member.

The Allottee/Purchaser(s) shall bear and pay the proportionate costs and expenses for formation of the association and shall pay for acquiring and holding membership therein with proportionate voting rights.

The owners/vendors and/or the Promoter/Developer shall upon formation of the maintenance company/association transfer to the maintenance company/association all the respective rights and obligations with regard to the common purposes. The amounts thus transferred shall be held by the maintenance company and/or association in its account to be maintained and operated by the respective office-bearers for the purposes thereof.

After the owners/vendor and/or the Promoter/Developer make the aforesaid transfer to the maintenance company and/or association, all the rights and obligations of the vendor with regard to the common purposes shall stand transferred to the maintenance company and/or association which shall be entitled to the common rights of the said flat/apartment/car parking space holders and liable for the obligations arising therefrom.

9. RESTRICTIONS AND OTHER OBLIGATIONS:

9.1 As from the date of possession of the said flat/apartment and properties appurtenant thereto, the Allottee/Purchaser(s) agree(s) and covenant(s);

- i) **TO CO-OPERATE** with the other co-Allottee/Purchaser and/or co-buyers and the Vendor and/or Promoter/Developer in the management and maintenance of the said building.
- ii) **TO OBSERVE** the rules and regulations as may be framed from time to time by the vendor and/or Promoter/Developer and/or maintenance company and/or association for quite and peaceful enjoyment of the said building.
- iii) **TO ALLOW** the vendor and/or Promoter/Developer and/or its authorized representative and/or maintenance company and/or

association with or without workmen to enter into the said flat/apartment/car parking space for the purpose of maintenance and repairs.

- iv) **TO PAY** and bear the charges of electricity and other utilities in or relating to the said flat/apartment/car parking space wholly and proportionately in relating to the common parts.
- v) **NOT TO** sub-divide the said flat/apartment/car parking space or any portion thereof.
- vi) **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 save at the places indicated therefore;
- vii) **NOT TO** keep or store or bring and allow to be stored and brought in the said flat/apartment any offensive combustible obnoxious hazardous or dangerous article in the said flat/apartment/car parking space or in the common areas and not to block any common area of the building in any manner;
- viii) **NOT TO** keep any heavy article or thing, operate any machines as is likely to endanger the structure of the building or damage the floor or room or outer walls of any flat/apartment/car parking space or parts and portions of the said building;
- ix) **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 stability of the building or any part thereof;
- x) **NOT TO** fix or install air conditions in the said flat/apartment/car parking space save and except at the places, which have been specified in the said flat/apartment/car parking space for the same;

- xi) **NOT TO** do or cause anything to be done in or around the said flat/apartment 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/apartment/car parking space or adjacent to the said flat/apartment/car parking space or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xii) **NOT TO** damage or demolish or cause to be damaged or demolished the said flat/apartment/car parking space or any part thereof or the fittings and fixtures affixed thereto.
- xiii) **NOT TO** permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alterations in the elevation and outside colour Scheme of the exposed walls of the verandahs, lounges or any external walls or the fences or external doors and windows including grills of the said flat/apartment/car parking space.
- xiv) **NOT TO** fix grill in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- xv) **NOT TO** make in the said flat/apartment/car parking space any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Vendor and/or the Promoter/Developer and/or the Maintenance Company/Association or any concerned authority.
- xvi) **NOT TO** fix or install any antenna on the roof of said building or any window antenna;
- xvii) **NOT TO** use the said flat/apartment/car parking space or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other

portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity or for any commercial purpose of any nature whatsoever;

- xviii) **NOT TO** use the car parking space, if any allotted to the Allottee/Purchaser(s), permit the same to be used for any other purpose whatsoever other than for parking of the Allottee/Purchaser's own car/cars and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;
- xix) **NOT TO** park or allow his/their car to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him;
- xx) **TO** use only those common areas as are mentioned in the THIRD SCHEDULE hereto, for ingress and egress to the said flat/apartment/car parking space, in common with the other occupiers of the building and the Allottee/Purchaser(s) shall have no right on any other portion and/or space in the building and/or the said premises;
- xxi) **TO** at all times keep the interior walls, fittings, appurtenances, floor, ceiling etc. of the said flat/apartment/car parking space in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising there from.
- xxii) **NOT TO** put or affix any sign board, glow sign, name plate or other things or other similar articles in any of the common areas or

outside walls and doors of the said flat/apartment/car parking space and/or building save at the place and in the manner expressly permitted in writing by the vendor.

- xxiii) **NOT TO** obstruct or object to the vendor doing or permitting any one to do any construction, alteration or work in the said premises and/or the building;
- xxiv) **NOT TO** affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other flat/apartment;
- xxv) The Allottee/Purchaser(s) shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the vendor) alongwith the other co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the vendor or the other co-owners.
- xxvi) To regularly and punctually pay and discharge to the vendor or the Promoter/Developer or the maintenance company or the association or the concerned statutory semi Government body, as the case may be, all rates taxes maintenance charges common expenses impositions and all other outgoings in respect of the said flat/apartment/car parking space and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the THIRD SCHEDULE hereunder written in advance within the 7th day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of these presents or the date of possession of the said flat/apartment/car parking space, whichever is earlier.
- xxvii) The proportionate rate payable by the Allottee/Purchaser(s) for the common expenses shall be decided by the vendor and/or Promoter/Developer and/or maintenance company and/or association from time to time and the Allottee/Purchaser(s) shall be

liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the vendor and/or the Promoter/Developer and/or maintenance company and/or Association shall be conclusive and final. The Allottee/Purchaser(s) shall not be entitled to dispute or question the same.

xxviii) So long as each flat/apartment in the building is not separately assessed and mutated, the Allottee/Purchaser(s) shall from the date of these presents or the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rate sand taxes assessed on the entirety of the said premises including the said building, such portion to be determined by the vendor on the basis of the area of the said flat/apartment/car parking space;

xxix) After completion of sale of the said flat/apartment and the Allottee/Purchaser(s) shall take steps to have the said flat/apartment/car parking space separately assessed and mutated. The Allottee/Purchaser(s) shall be liable and responsible for all the costs and consequences of non-observance of this clause.

xxx) In case the Allottee/Purchaser(s) defaults or delay in making payment of all the aforesaid expenses then the vendor or the Promoter/Developer or the maintenance company or the association shall also be entitled to withhold all utilities facilities to the Allottee/Purchaser(s) and/or the said flat/apartment/car parking space, including electricity, water supply and/or other services, during the time that the Allottee/Purchaser(s) is not default. In addition, the said flat/apartment/car parking space shall be deemed to be charged in favour of the vendor or the Promoter/Developer or the maintenance company or the association as the case may be, for all such amounts falling in default alongwith interest thereon.

xxxi) In case the vendor and/or maintenance company and/or association condones the default of the Allottee/Purchaser(s), then

and in such event, the Allottee/Purchaser(s) shall alongwith such dues and/or arrears, pay compensation for the loss and/or damages suffered by the vendor, maintenance company and/or association and also interest at the rate of 2% per month for the period of default on all amounts remaining unpaid togetherwith reconnection charges.

xxxii) **NOT TO** claim any right of user/common or otherwise of any nature whatsoever of the said building over the terrace/roof and Allottee/Purchaser(s) shall not raise any objection if vendor and confirming party shall erect additional floor or any tower on the roof of the building after taking prior permission and sanction from competent authority.

xxxiii) The Vendor and the confirming party shall not be responsible for any damage or loss of the Allottee/Purchaser(s) for damage done to the building or any flat due to earthquake, bomb blast, acts of God or nature.

10. SUPERSESSION:

The deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Allottee/Purchaser(s) agrees not to rely on the same.

11. MISCELLANEOUS:

11.2 The building shall always be known as “PRATISTHA EXOTICA” and the flat/apartment/car parking space holders shall not be entitled to change the name at any time in future.

FIRST SCHEDULE

(Definitions)

(In these presents unless it is repugnant to or inconsistent with the following expressions shall have the following meanings):-

- (a) “Premises” shall mean and include ALL THAT the plot of land measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, situated and lying at Holding no. 92K G.T. Road (formerly Holding No. 59K), within Mouza – Kotrung, Police Station – Uttarpara, Sub-Registry Office at Serampore, Ward no.2 within Kotrung Municipality, District – Hooghly, Pin_____, (morefully and particularly mentioned and described in the Part –I of the SECOND SCHEDULE hereunder written).
- (b) “Building” shall mean the G+4 storied building/buildings agreed to be constructed on and over the said premises by the Promoter/Developer in pursuance of and in accordance with the building plan(s) sanctioned by the Kotrung Municipality, Hooghly.
- (c) ARCHITECT shall mean the architect as appointed by the Promoter/Developer.
- (d) CAR PARKING SPACE shall mean the space of parking of a medium size motor car/s and the said car parking spaces will be located in the ground floor of the said building or in the open spaces as may be decided by the seller/Promoter/Developer.
- (e) COMMON PARTS and PORTIONS in the block shall mean all such areas and facilities as mentioned in Part-I of the FOURTH SCHEDULE.
- (f) Common expenses shall mean those expenses incurred for rendition of common service to common portions. The details of such common expenses are provided in FIFTH SCHEDULE.
- (g) COMMON SERVICE/MAINTENANCE shall mean those services rendered by the vendor/Promoter/Developer or the holding organization/maintenance company, after appointment, for

maintenance of common portions for upkeep of common portions on its completion.

- (h) PROMOTER/DEVELOPER shall mean the said Gangotri Buildcon Private Limited a company incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 27A, Waterloo Street, 2nd Floor, Room No. 205, Post Office - _____, Police Station – Hare Street, Kolkata – 700 069 and shall include its successor and/or successors in interest/office and assigns/nominees).
- (i) OWNERS shall mean the said Vijay Kumar Shaw, Shiv Sankar Jaiswal, Narendra Kumar Jaiswal, Chandra Sekhar Jaiswal, Rajendra Kumar Jaiswal And Manoj Kumar Gupta alias Jaiswal and shall include their respective heirs, successors and/or assigns.
- (j) PLAN shall mean the plan which includes the revised plan sanctioned by Kotrung Municipality, Hooghly or its further amendment.
- (k) ALLOTTEE/PURCHASER(S) SHALL mean the party referred to as THRID PART as stated above.
- (l) LAND SHARE shall mean the area of land allotted for a particular building on which the construction of the said building has been completed.
- (m) AREA shall mean the saleable space and the proportionate share or interest forming part of the common parts and portion.
- (n) Society/association shall mean the association formed by the Promoter/Developer.
- (o) SAID FLAT AND THE PROPERTIES APPURTENANT THERETO shall mean as defined in third schedule below.

SECOND SCHEDULE

(Premises)

Part-II

ALL THAT the piece and parcel of land measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, situated and lying at Holding no. 92K G.T. Road (formerly Holding No. 59K), within Mouza – Kotrung, Police Station – Uttarpara, Sub-Registry Office at Serampore, Ward no.2 within Kotrung Municipality, District – Hooghly, Pin_____ ALONGWITH all easement rights and all amenities and/or facilities attached thereto and/or connected therewith and/or appurtenant thereto, morefully and particularly delineated and marked with Red border in the map or plan annexed hereto which is butted and bounded as hereunder :-

On the East	:	By G.T. Road 30'-60"
On the South	:	By rest portion of Plot No. 1662 <u>2117</u> and by rest portion of plot no.1662
On the West	:	By C.S. Plot
On the North	:	_____

Part-II

(Flat and Appurtenances)

ALL THAT the self-contained flat, being **Flat No.**___ having super built up area of about _____ (_____) Square Feet be the same a little more or less, consisting of ____ (____) bed rooms, ____ (____) dining room, 1 (one) Kitchen, ____ (____) toilets on the ____ floor of the G+IV storied building, lying and situated at the Holding no.92K G.T. Road (formerly Holding No. 59K) within Mouza – Kotrung, Police Station – Uttarpara, Sub-Registry Office at Serampore, Ward no.2 within Kotrung Municipality, District – Hooghly, Pin____, more specifically described in the First Schedule hereinabove written TOGETHERWITH undivided proportionate share in the land comprised in the said premises ALONGWITH proportionate share in the common portions of

the building as described in the Third Schedule below. The layout plan of such flat is attached hereto.

Part - III
(Parking Space)

ALL THAT ONE/NIL covered Car Parking space on the Ground Floor of the Building measuring area of about 120 square feet each, be the same or little more or less, lying and situated at Holding no.92K G.T. Road (formerly Holding No. 59K) within Mouza – Kotrung, Police Station – Uttarpara, Sub-Registry Office at Serampore, Ward no.2 within Kotrung Municipality, District – Hooghly, Pin_____,

THIRD SCHEDULE

(Common Portions)

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the Building:

1. Areas:
 - (a) Open and/or covered paths and passage.
 - (b) Boundary walls and main gates of the New Building.

2. Water and Plumbing :
 - (a) Water reservoirs.
 - (b) Water tanks.
 - (c) Water pipes
 - (d) Under ground tank.

3. Electrical Installations:
 - (a) Wiring and accessories for lighting of Common Portions
 - (b) Electrical Installations relating to meter for receiving electricity from CESC Ltd.
 - (c) Pump and motor
 - (d) Elevator/lift,

4. Drains:
 - (a) Drains, sewers and pipes
 - (b) Drainage connection with the Kotrung Municipality
5. Others:

Other areas and installations and/or equipments as are provided in the New Building for common use and enjoyment.

FOURTH SCHEDULE

(Common Expenses)

1. Association: Establishment and all other capital and operational expenses of the association.
2. Common utilities: All charges and deposits for supply, operation and maintenance of common utilities.
3. Electricity : All charges for electricity consumed for the operation of the common machinery and equipment
4. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, lighting and renovating the common portions, including the exterior or interior walls of the new building.
5. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, limited to use of lifts and common portions, changeover switches, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expense ancillary or incidentals thereto and the lights of the common portions.
6. Rates and taxes: Municipal tax, surcharge, multi-stories building tax, water tax and other levies in respect of the new building save those separately assessed on the Allottee/Purchaser(s).
7. Staffs: the salaries of and all other expenses on the staff to be employed for the common matters.

IN WITNESS WHEREOF the parties herein have hereunder signed, executed, put under their respective hands and seals and delivered this Deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by
the within-named OWNERS/VENDORS
at Kolkata in presence of: -

1)

2)

SIGNED, SEALED & DELIVERED by
the abovenamed PROMOTER/DEVELOPER
at Kolkata in presence of: -

For **GANGOTRI BUILDCON PRIVATE LIMITED**

1)

2)

SIGNED, SEALED & DELIVERED by
the abovenamed ALLOTTEE/PURCHASER at Kolkata
in presence of: -

1)

2)

RECEIVED by us the withinnamed Promoter/Developer from the withinnamed Allottee/Purchaser the withinmentioned sum of Rs. _____/- (Rupees _____) only towards the full and final satisfaction of the total consideration amount in respect of the sale and conveyance effected under these presents, as per the Memo written below:-

MEMO OF CONSIDERATION

<u>Sl. No.</u>	<u>Mode of Payment</u>	<u>Cheque / Demand Draft No.</u>	<u>Drawn on</u>	<u>Date</u>	<u>Amount (Rs.)</u>

Total Rs._____

(Rupees _____) only

Signed, Sealed and Delivered

in presence of :

- 1.
- 2.

Drafted by me

Advocate