

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the day of **TWO THOUSAND AND EIGHTEEN (2018)**

- **BETWEEN –**

1) PURNIMA BISWAS (PAN AXOPB6778P), wife of Late Rabindra Nath Biswas **(2) RATHIN BISWAS (PAN AYAPB7930L)**, son of Late Rabindra Nath Biswas **(3) GAUTAM BISWAS (PAN AYAPB7857J)**, son of Late Rabindra Nath Biswas **(4) SANTANU BISWAS (PAN AVRPB8225)**, son of Late Rabindra Nath Biswas **(5) UTTAM BISWAS (PAN BLNPB.....)**, son of Late Rabindra Nath Biswas **(6) SOUMEN BISWAS (PAN AQRPB7627B)**, son of Late Rabindra Nath Biswas **(7) RUMA BISWAS (PAN AKSPB87.....)**, daughter of Late Rabindra Nath Biswas **(8) UMA BISWAS (PAN.....)**, daughter of Late Rabindra Nath Biswas, all by faith-Hindu, by Nationality-Indian, residing at Purbalok , Post Office – Mukundapur, Purba Jadavpur now Survey Park, Post Office -....., Police Station-....., Kolkata-700099, District – 24 Parganas (South) hereinafter collectively referred to and called as the **OWNER/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, representatives, successors, administrators, executors and assigns or successors and /or successors in interest as the case may be) of the **FIRST PART**. The OWNER/VENDORS are represented by **Sri Neeraj Sadani (PAN AYUPS9436N)**, son of Sri Lalit Kumar Sadani, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 35 Rowland Road, Kolkata, Post Office- Lala Lajpat Rai Sarani , Police Station- Ballygunge, Pin- 700020 by the designated partner of their Constituted Attorney **ARISTOCRAT RESIDENCES LLP, (PAN AAVFA9997R)** , a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 2, Church Lane, Room No.302A, 3rd Floor, Post Office – GPO, Police Station- Hare Street, Kolkata-700001 represented by its Partner.

AND

ARISTOCRAT RESIDENCES LLP, (PAN AAVFA9997R) , a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 2, Church Lane, Room No.302A, 3rd Floor, Post Office – GPO, Police Station- Hare Street, Kolkata-700001 represented by its Partner **Sri Neeraj Sadani (PAN AYUPS9436N)**, son of Sri Lalit Kumar Sadani, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 35 Rowland Road, Kolkata, Post Office- Lala Lajpat Rai Sarani , Police Station- Ballygunge, Pin- 700020 , hereinafter referred to and called as the "**DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interests and assigns) of the **SECOND PART**.

- **A N D** -

..... **(PAN**), of Mr by faith-
....., by occupation-, by nationality-.....residing atPolice
Station :....., Post Office:.....Pin:..... hereinafter called and
referred to as the '**PURCHASERS**' (which term and expression shall unless excluded by or repugnant
to the subject or context be deemed to mean and include his/her/its/their heirs, executors,

administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

WHEREAS:-

- A.** One Purnima Biswas was purchased of all that piece and parcel of land admeasuring 20 Cottahs, 9 Chittacks and 32 Sq.ft. more or less in Dag No 356/406 pertaining to old Khatian No 353, 356, 361 and 362 JL No 20, Mouza Kalikapur by separate two Sale Deeds dated 12.09.1973 and 07.12.1973 and the same was duly registered with the office of District Sub-Registrar Alipore and recorded in Book no. I, Being nos. 4968 and 6244 for the year 1973 from one Kartick Chandra Paik.
- B.** One Goutam Biswas, Soumen Biswas, Santanu Biswas, Rathin Biswas, Uma Biswas, Ruma Biswas filed a T.S. no. 19 of 1990 and execution Suit being Title Execution case no. 1 of 2004 before the Ld. 5th Court, Civil Judge (Sr. Div.) at Alipore against Purnima Biswas, Uttam Biswas, Ruma Das, Sema Biswas for partition.
- C.** The said Suit was disposed off by way of an order dated 05.01.2006 passed by Ld. 5th Court Civil Judge Sr. Division at Alipore on the basis of compromise petition filed by both parties and allotment the land admeasuring 2 Cottahs and 8 Chittack to Goutam Biswas and land admeasuring 2 Cottah 8 Chittack to Purnima Biswas and land admeasuring 2 Cottahs and 8 Chittack to Soumen Biswas, land admeasuring 2 Cottah 1 Chittack to Ruma Biswas and land admeasuring 2 Cottahs and 12 Chittack to Santanu Biswas and land admeasuring 2 Cottahs and 12 Chittack to Uttam Biswas and land admeasuring 2 Cottahs and 12 Chittack to Rathin Biswas and land admeasuring 2 Cottahs, 12 Chittack and 32 sq.ft. to Uma Biswas all lands comprised in more or less in Dag No 356/406 pertaining to old Khatian No 353, 356, 361 and 362 JL No 20, Mouza Kalikapur and they mutated their names in Kolkata Municipal Corporation.
- D.**
- E.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas and Uma Biswas amalgamated the said total land admeasuring 20 Cottahs, 9 Chittacks and 32 Sq.ft. by a Deed of Exchange dated 27.07.2009 and the same was duly registered with the office of District Sub-Registrar III, Alipore and recorded in Book no. I, CD Volume no. 18, Pages no. 5253 to 5271, Being no. 4618 for the year 2009.
- F.** In the manner the said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas and Uma Biswas are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel land measuring 20 Cottahs, 9 Chittacks and 32 Sq.ft. be the same little more or less in R.S./L.R. Dag no. 356/406, under Khatian nos. 361, 356 & 353, lying and situate at Mouza– Kalikapur, J.L. no. 20, being Premises no. 1185, Kalikapur P.S. Purba Jadavpur now Survey Park, Kolkata-700099, Ward no. 109 District – South 24 Parganas, under Kolkata Municipal Corporation.
- G.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas and Uma Biswas entered into Development Agreement dated

06.07.2012 with Calcutta Vyappar Pvt. Ltd. for the purpose of development and construction upon the land admeasuring 20 Cottah 9 Chittack 32 Sq.ft. and the same was duly registered with the office of Additional District Sub-Registrar III, Alipore and recorded in Book no. I, CD Volume no. 13, Pages no. 9255-9283, Being no. 6075 for the year 2012.

- H.** The said Calcutta Vyappar Pvt. Ltd. was reincorporated as Calcutta Vyappar LLP upon conversion from a private limited company to limited liability Partnership vide certificate of Registration of conversion dated 26.12.2014 and thus all assets and properties of the said Calcutta Vyappar Pvt. Ltd. got vested with Calcutta Vyappar LLP.
- I.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas, Uma Biswas and Calcutta Vyappar LLP. cancelled the said Development Agreement dated 06.07.2012, Being no. 6075 for the year 2012 by an Agreement dated 04.10.2016 and the same was duly registered with the office of District Sub-Registrar V, Alipore and recorded in Book no. I, Volume no. 1630-2016, Pages no. 94877 - 94896, Being no. 163003298 for the year 2016.
- J.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas and Uma Biswas entered into another Development Agreement dated 04.10.2016 with Aristocrat Residences LLP for the purpose of development and construction upon the land admeasuring 20 Cottahs, 9 Chittacks and 32 Sq.ft. and the same was duly registered with the office of Additional District Sub-Registrar V, Alipore and recorded in Book no. I, Volume no. 1630-2016, Pages no. 93243 - 93277, Being no. 163003249 for the year 2016.
- K.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas, Uma Biswas and Aristocrat Residences LLP. was cancelled the said Development Agreement dated 04.10.2016, Being no. 163003249 for the year 2016 by a Cancellation Agreement dated 02.05.2017 and the same was duly registered with the office of District Sub-Registrar V, Alipore and recorded in Book no. I, Volume no. 1630-2017, Pages no. 39132 - 39156, Being no. 163001328 for the year 2017.
- L.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas and Uma Biswas entered into another Development Agreement dated 02.05.2017 with Aristocrat Residences LLP for the purpose of development and construction upon the land admeasuring 20 Cottah 9 Chittack 32 Sq.ft. and the same was duly registered with the office of Additional District Sub-Registrar V, Alipore and recorded in Book no. I, Volume no. 1630-2017, Pages no. 39157 - 39201, Being no. 163001329 for the year 2017.
- M.** The said Goutam Biswas, Purnima Biswas, Soumen Biswas, Ruma Biswas, Santanu Biswas, Uttam Biswas, Rathin Biswas, Uma Biswas executed a Power of Attorney dated 05.05.2017 and appointed a constituted attorney namely, Aristocrat Residences LLP and the same was duly registered with the office of District Sub Registrar V, Alipore and recorded in Book no. I, Volume no. 1630-2017, Pages no. 43261 to 43292, Being no. 1459 for the year 2017.

- N.** The Owner/Vendors herein have mutated their names in the records of the Kolkata Municipal Corporation as well as in the records of the B.L. & L.R.O. Kasba Office.
- O.** The Owner/Vendors decided to develop the Project and for the purpose nominated and appointed the Developer to develop the land described in the Second Schedule hereunder written on such terms and conditions as contained in a Development Agreement dated 2nd May, 2017 registered before the District Sub Registered IV, South 24 Parganas and recorded in Book No.I, Volume No.1630-2017, Pages 39157 to 39201, Being No.163001329 for the year 2017. Accordingly the Developer has been duly authorised to build construct and erect, enter into Agreements, receive advances and sell and transfer the constructed spaces on the powers and authorities as contained in the Power of Attorney Being recorded in book No.I, volume No.1630-2017, Pages 43261 to 43292, Being No.163001459 for the year 2017.
- P.** The Developer obtained a sanctioned plan from the Kolkata Municipal Corporation being sanctioned Plan No.2014/20521 dated 27.03.15. approved by consisting of several self-contained finished flats/apartments and car parking spaces known as "**AMBIENT WINDS**".
- Q.** In the course of construction the Developer invited offers for purchase of self contained flats and the Purchaser herein offered to purchase **ALL THAT** the one residential **FLAT AND/OR UNIT no** on the **Floor** of the building being **AMBIENT WINDS** containing by estimation an area of **Square Feet** Carpet Area (or Sq feet Super-Built-Up Area for the purpose of registration) more or less, comprising of Bed rooms, Dining..... Living room, Kitchen,Toilets and Balconies **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Building **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and for the consideration of **Rs**/- (**Rupees**) **only** and entered into an Agreement amongst themselves on
- R.** The said Flat is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum **Rs**/- (**Rupees**) **only** paid by the Purchaser/s herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat being **ALL THAT** the one residential **FLAT AND/OR UNIT no** on the **Floor** of the building being **AMBIENT WINDS** containing by estimation an area of **Square Feet** Carpet Area (or Sq feet Super-Built-Up Area for the purpose of registration) more or less, comprising of Bed rooms, Dining..... Living room, Kitchen,Toilets and Balconies **TOGETHERWITH** undivided, impartible

proportionate share of land underneath the said Building TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Part-I (Common Parts & Portions)** and **Part-II (Amenities)** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER and/or DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

1. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
3. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property

hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendors and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.

4. The Purchaser/s' undivided proportionate interest is impartible in perpetuity.

5. The Owner and/or Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owner/Vendors and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

6. The Owner and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from, under or in trust for the Owner/Vendors and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER/S COVENANT/S WITH THE OWNER AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER AND/OR DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchasers consents to be a member of the Association of Flat Owner/Vendors to be formed by the Owner/Vendors of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

a) To Co-Operate With The Other Co-Purchaser/s and the **OWNER AND/OR DEVELOPER** /and /or the Association of Flat Owner/Vendors in The Management And Maintenance Of The Block.

b) **TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and /or the Association of Flat Owner/Vendors for quiet and peaceful enjoyment of the Complex as a decent place for living.

- c) **TO ALLOW** the **DEVELOPER** and /or the Association of Flat Owner/Vendors with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
- d) **TO PAY** and bear the common expenses and other outgoings 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 UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- e) **TO DEPOSIT** the amounts reasonably required with the **DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said 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 AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- g) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- h) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- i) **NOT TO** throws 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.
- j) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- k) **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.
- l) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

- m) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** 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 AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** 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 of the said **FLAT AND/OR UNIT** which in the opinion of the **DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- p) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- 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 AND/OR UNIT** 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** raise any objection whatsoever to the **DEVELOPER'S** dealing with all the unsold saleable areas in the Complex in the manner as deemed fit and proper by the **OWNER AND/OR DEVELOPER** subject to approval by the concerned authority.
- s) **NOT TO** make in the said **FLAT AND/OR UNIT** 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 **DEVELOPER** and/or any concerned authority.
- t) **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner/Vendors and occupiers of the neighboring premises or for any illegal or immoral purpose.
- u) **NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.
- v) **Not to** raise any objection as and when the Developer erects, install, fix, mount hoarding,

neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

w) **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in the building.

x) **NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **DEVELOPER** .

z) **TO ABIDE** by such building rules and regulations as may be made applicable by the **DEVELOPER** before the formation of the and /or the Association of Flat Owner/Vendors and after the and /or the Association of Flat Owner/Vendors is formed.

aa) **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.

bb) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

cc) **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

dd) To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

ee) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car

- (iv) Not raise or put up any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit Owner/Vendors over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
THE SAID PREMISES**

ALL THAT a piece and parcel of land measuring 20 Cottah 9 Chittacks 32 Sq.ft. (be the same little more or less comprised with 2880 Sq.ft. pucca structure comprised in Mouza- Kalikapur, J.L. NO.20, Dag No.356/406 of Khatian No. 361, 356 and 353 being Premises No.1185, Kalikapur under Police Station- Purba Jadavpur now Survey Park, Kolkata-700099 within District 24 Parganas (south) within the local limits of Ward No.109 of Kolkaa Municipal Corporation under Ward No.109, butted and bounded in the manner as follows:

ON THE NORTH:

ON THE EAST:

ON THE SOUTH:

ON THE WEST:

**THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID FLAT)**

ALL THAT the one residential **FLAT AND/OR UNIT no** on the **Floor** of the building being **AMBIENT WINDS** containing by estimation an area of **Square Feet** Carpet Area (or Sq feet Super-Built-Up Area for the purpose of registration) more or less, comprising of Bed rooms, Dining..... Living room, Kitchen,Toilets and Balconies **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Building **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)**

A.COMMON PARTS and PORTIONS.

- a) Common Areas and Installation in respect whereof only right of user in common shall be granted.
- b) Lobbies and staircase of the Buildings Lift and lift machinery of the Buildings.
- c) Lift pits, chute and machine room of the lift comprised in the buildings.
- d) Common staff toilet on the Ground Floor of the Buildings.
- e) Common drains, sewers and pipes.
- f) Common underground water reservoirs, overhead water tanks, water filtration plant, water pipes, sewerage & storm water, drainage, fire & water pipeline, effluent treatment plant, electrical cables, genset cables, telephone cables & cable t.v cables and other appurtenant to the Buildings.
- g) Wires and Accessories for lighting of common areas of the Buildings.
- h) All kinds of pumps, motors & allied equipments..
- i) Intercom system.
- j) Fire fighting equipment in the Buildings.

PART-II

B.AMENITIES

- a) Roof-top landscaped garden, and sit-out areas.
- b) Infinity Edge Swimming Pool.
- c) Fully equipped Gymnasium &Yaga Deck.
- d) Party Lawn.
- e) Elevator access to the roof.

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

- a) Establishment and all other capital and operational expenses of the Holding Company.
- b) All charges and deposits for supply, operation and maintenance of common utilities.
- c) All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
- d) All charges for the electricity consumed for the operation of the common machinery and equipment.
- e) All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
- f) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of Common Portions.

- g) All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating Common Portions, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the building.
- h) All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions.
- i) Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
- j) The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

- a) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owner/Vendors and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- b) The right of access in common with other co Owner/Vendors or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- c) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-Owner/Vendors or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- d) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

- e) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- f) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **OWNER/VENDORS** at Kolkata in the presence of :

WITNESS:

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of :

WITNESS:

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the **PURCHASER/S** at Kolkata in the presence of :

WITNESS:

- 1.
- 2.

SIGNATURE OF THE PURCHAER/S

RECEIVED from the within named Purchaser the within mentioned sum **Rs**/- (**Rupees**) **only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

| Date | Cash/ Cheque No. | Bank & Branch Name | Amount (in Rs) |
|------|---------------------|--------------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | |/- |

(Rupees) only

SIGNATURE OF THE WITNESS

- 1.
- 2.

DEVELOPER