

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of

Two Thousand Eighteen (2018) of the Christian Era

BY AND BETWEEN

1. **SRI TAPAN KUMAR MITRA, PAN NO. ATIPM0924G**, son of Late Subodh Chandra Mitra, by Nationality India, by faith Hindu, by Occupation – Retired, residing at 135, Netaji Subhas Road (Bakshi Bagan), being Prmises No. 97, Netaji Subhas Road, P.S. Behala now Parnasree, P.O. Parnasree, under KMC Ward No. 130, Kolkata – 700034, District – South 24 Parganas, 2. **SMT. JUTHIKA ROY, PAN NO. AWSPR4297A**, wife of Gobinda Roy, by Nationality Indian, by faith Hindu, by Occupation – Housewife, residing at 135, Netaji Subhas Road (Bakshi Bagan), being Prmises No. 97A, Netaji Subhas Road, P.S. Behala now Parnasree, P.O. Parnasree, under KMC Ward No. 130, Kolkata – 700034, District – South 24 Parganas, 3. **SRI DEBJYOTI BHATTACHARJEE, PAN NO. AJQPB9775Q**, Son of Late Shiba Prosad Bhattacharjee, by Nationality Indian, by faith Hindu, by Occupation – Business, residing at 327, Diamond Harbour Road, P.O. & P.S. Behala, Kolkata - 700034, hereinafter called and referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) represented by Constituted Attorney **M/S**

MITRA CONSTRUCTION, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA, (PAN – AFLPM8620A)**, son of late Ajit Kumar Mitra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 197, Pathak Para Road, P.O. & P.S. Parnasree, Kolkata – 700060, having its office at 1, Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata – 700060, District South 24 Parganas, by virtue of a registered Power of Attorney being No. 160205567 dated 23.07.2019 of the **FIRST PART.**

AND

1) _____ (PAN – _____) (AADHAAR NO. _____), _____ by faith Hindu, by Occupation _____, residing at _____,

2) _____ (PAN – _____) (AADHAAR NO. _____), _____ by faith Hindu, by occupation _____, residing at _____,

3) _____ (PAN – _____) (AADHAAR NO. _____), _____ by faith Hindu, by occupation _____, residing at _____, hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their

heirs, executors, legal representatives, administrators and assigns) of the
SECOND PART.

AND

M/S. MITRA CONSTRUCTION, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA, PAN – AFLPM8620A**, son of Late Ajit Kumar Mitra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 197, Pathakpara Road, P.O. & P.S. Parnasree, Kolkata – 700060, having its office at 1 Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata - 700060, District South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless repugnant to the context be deemed to include his legal heirs, legal representatives, administrators, successor in office and assigns) of the **THIRD PART.**

WHEREAS one Mahendra Nath Mitra, since deceased, had purchased a piece and parcel of Bastu Land, measuring a bit more or less 05 Cottahs 09 Chittaks 07 Square Feet from one Bhuban Mohan Das, by way of Deed of Conveyance, duly registered on 08.02.1924 at the office of the then Joint Sub-Registrar Alipore and recorded there in Book No. I, Volume No.6, Pages 240 to 244, Being Deed No. 382 for the year 1924.

AND WHEREAS said Mahendra Nath Mitra while possessed and enjoying the same by way of mutated his name in all respect died intestate leaving behind his two sons namely Probodh Chandra Mitrta and Subodh Chandra

Mitra as his only legal heirs and successor to inherit the said property to the interest of the undivided and un-demarcated $\frac{1}{2}$ share each according to Hindu Law of Succession as joint owners.

AND WHEREAS said Probodh Chandra Mitra, since deceased, during his life time had transferred his undivided un-demarcated $\frac{1}{2}$ share over the said property to his nephew Amal Kumar Roy, by way of execution of Settlement Deed, on 12.08.74, duly registered at the office of Sub-Registrar, Assurance of Calcutta and recorded in Book No. III, Volume No. 2, Pages 245 to 250, being Deed No. 284 and said Amal Kumar Roy on being obtaining the right, title and interest over the said property having undivided and un-demarcated $\frac{1}{2}$ share was possessed and enjoyed the same with said Subodh Chandra Mitra jointly.

AND WHEREAS afterwards said Subodh Chandra Mitra and Amal Kumar Roy, during possession of the said undivided and undemarcated property, decided to demarcated the same by way of partition of their allocated $\frac{1}{2}$ share each and with the intervention of their well wishers amicably partitioned and demarcated their respective plot to the extend of half share each by way of writings, wherein said Subodh Chandra Mitra was allotted and demarcated his property measuring 05 Cottahs 10 Chittaks land together with one storied structure thereon specified with A-Plot marked with RED colour ink in the Map attached there to after being payment of Rs.25,000/- towards owelty money to the said amal Kumar Roy for extra possession of land measuring 03 Cottahs 08 Chittaks 11 square

Feet together with structure thereon and the said Deed of Partition and/or Deed of Settlement in between said Subodh Chandra Mitra and said Amal Kumar Roy was duly registered on 29.12.81 at the office of the Behala Sub-Registrar at Alipore vide Deed No. 1096 for the year 1981.

AND WHEREAS after attainment of sole ownership in respect of the property measuring 05 Cottahs 10 Chittaks bastu land together with structure thereon, particularly and specifically mentioned in the Schedule hereunder, said Subodh Chandra Mitra mutated his name with the record of the KMC Authority and possessed and/or enjoyed the same with his family members peacefully.

AND WHEREAS during life time said Subodh Chandra Mitrta with his own volition had transferred, conveyed his sole right, title and interest of the said as well as Schedule mentioned property in favour of his second son Tapan Kumar Mitra, the present owner/first party herein, by way of execution of Deed of Gift, dated 14.12.88 and recorded therein Book No. I, Volume No. 77, Pages 493 to 504, Vide Deed No. 5081 for the year 1988.

AND WHEREAS the present owner herein on being attainment of sole ownership on the strength of the said Deed of Gift, being No. 5081/88 have mutated his name with the record of the KMC Assessee Roll with Assessee No. 411300900980, and has been possessing and enjoying the said as well as schedule mentioned property by paying regularly cess and taxes thereof before the appropriate authority.

AND WHEREAS the first party hereof, during possession of the said a well as SCHEDULE A property afterwards, owing to urgent need of money had transferred, conveyed a small piece of land out of the SCHEDULE A property measuring 10 Chittak a bit more or less together with two rooms made of brick built with tile shed to one Smt. Juthika Roy, the tenant out of the SCHEDULE A property, by way of execution of a Deed of conveyance duly registered at the office of A.D.S.R. Behala and recorded in Book No. I, volume No. 2, Pages 179 to 188, Being No. 1068 for the year 2001.

AND WHEREAS the first party/owner herein also for his urgent need of money conveyed another small piece of land out of the SCHEDULE A property measuring 09 Chittaks 26 Square Feet a bit more or less together with structure to one Sri Nemaï Chakraborty by way of execution of a Deed of Conveyance duly registered at the office of the DSR- II, Alipore recorded in Book No. I, Volume No. 17, Pages 840 to 857, being Deed No. 3676 for the year 2005.

AND WHEREAS after sold out aforesaid two portions, the herein mentioned owner presently possessing and enjoying the land measuring 04 Cottahs 06 Chittaks 19 square Feet a bit more or less together with one old structured building thereon having with dilapidated condition with the status of a sole ownership and paying taxes regularly to the appropriate authority and also paying rates and kajna to the appropriate authority and has been absolutely enjoying the property free from all encumbrances.

AND WHEREAS the Owner No.2 i.e. Juthika Roy after purchase the portion of aforesaid property measuring about 10 Chittak a bit more or less together with two rooms with brick built with tile shed mutated her name in the record of K.M.C. vide Assessee No. 411300904997 and paid rent, rates and taxes accordingly.

AND WHEREAS said Nemai Chakraborty after purchasing the aforesaid portion of aforesaid property measuring about 9 Chittak 26 Sq.ft. together with 200 Sq.ft. brick built structure with common right of passage and user of drainage declared to sell and transfer the said property of his own allocation and as such one Debajyoti Bhattacharjee the Owner No. 3 herein purchased the aforesaid property by virtue of a Deed of Conveyance which was duly registered at the office of D.S.R. – II, Alipore and recorded in Book No. I, Volume No. 1602-2018, pages from 309514 to 309540, Being No. 160209285 for the year 2018.

AND WHEREAS said Debajyoti Bhattacharjee by dint of purchase Deed aforesaid became the absolute owner of land and building measuring about 9 Chittak 26 Sq.ft. together with 200 Sq.ft. brick built structure and duly mutated his name in the record of Kolkata Municipal Corporation vide Assessee No. 411300905886 and enjoying the property without any hindrance from any corner.

AND WHEREAS While separately enjoying the above said owners in their respective plots in terms of their aforesaid purchase deeds and being

adjacent to each other having common boundary and on amalgamation of the aforesaid three adjacent plots/properties into a single plot by way of two Deeds of Amalgamation, one between Tapan Kumar Mitra and Debjyoti Bhattacharjee which was registered before the office of D.S.R. II, Alipore and recorded in Book No. 1, Volume No. 1602-2019, pages from 25454 to 25480, Being No. 160200679 for the year 2019, and another two Deed of Gift which was also registered between Tapan Kumar Mitra, Debjyoti Bhattacharjee and Juthika Mitra which were registered before the office of A.D.S.R. Behala, and recorded in Book No. 1, Volume No. 1607-2019, pages from 20415 to 204178 Being No. 160706453 for the year 2019 and another Deed recorded in Book No. 1, Volume No. 1607 to 2019, pages from 204179 to 204205, being No. 160706452 for the year 2019 for their beneficial use and commercial exploitation and the properties become single unit/single plot which is morefully and particularly mentioned in the Schedule "A" hereunder and decided to construct multistoried building over the said property in accordance with sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the owners herein jointly applied before Kolkata Municipal Corporation for mutation and the said property/single plot mutated in the name of three owners vide Assessee No. 411300900980 and the premises name and numbered as 97, Netaji Subhas Road, Kolkata – 700034 within K.M.C. Ward No. 130.

AND WHEREAS the owners herein thus acquired the absolute right, title, interest and possession in respect of the aforesaid premises which is morefully and elaborately described in the Schedule "A" premises and hereinafter be referred to as the "Said Premises" and it has a good marketable title and in free from all encumbrances, liens, lispendens, attachments and possessed of or otherwise well and sufficiently entitled to all that the said premises.

AND WHEREAS The Owners for their beneficial use and commercial exploitation of the said joint property/said premises decided to construct multistoried building in accordance with the sanction plan issued by K.M.C. vide Plan No. 2019140274 dated 16/12/2019.

AND WHEREAS the owners named herein for purposeful exploitation and to overcome shortage of accommodation decided to construct multi storied building over the Schedule – A mentioned property, but due to paucity of fund was in search for a Developer having sufficient expertise in construction of multistoried building with modern taste and design, in accordance with sanctioned building plan, from the KMC authority.

AND WHEREAS upon the aforesaid representation of the owners and subject to verification of title of owner's property, the Developer have agreed to develop the Schedule – A property by constructing a multi storied building lying and situate at Municipal **Premises No. 97, Netaji Subhas Road**, (mailing address 135, Netaji Subhas Road), within the limits

of the Kolkata Municipal Corporation Ward No. 130, in accordance with the sanctioned building plan by statutory authority and thereby entered into an agreement for development dated 18.07.2019 along with power of attorney in favour of Developer to act deed things on their behalf morefully covenanted in the said agreement and power of attorney which was duly registered at the Office of D.S.R. II, Alipore and duly recorded in Book No. I, Volume No. 1602-2019 pages from 199165 to 199226 being No. 160205567 for the year 2019.

AND WHEREAS the Developer has already commenced the construction of proposed multi storied building upon the property morefully described in Schedule – A hereunder written in accordance with sanctioned building plan duly approved by the Kolkata Municipal Corporation.

AND WHEREAS in pursuance of the said Development Agreement the Developer proclaimed to sell the Schedule – B mentioned flat from his own allocation and the Purchasers being aware of the said proclamation approached to the Developer and on inspection of all relevant Deeds, documents, and sanctioned building plan etc. relating to the property more fully mentioned in Schedule – A hereunder written and being satisfied about the title of the property decided to purchase **ALL THAT** one self contained residential flat measuring about 788 Square feet super built up area being flat No. 1/1 on the First floor (North-Eastern side) of the multi storied building along with one garage space. On the ground floor together

with undivided proportionate share of land and other common user, rights and facilities free from all encumbrances lying and situate at Municipal Premises No. **Premises No. 97, Netaji Subhas Road**, (mailing address 135, Netaji Subhas Road), within the limits of the Kolkata Municipal Corporation Ward No. 130 hereinafter for the sake of brevity referred to as the **SAID FLAT** morefully and particularly described in the Schedule – B hereunder written.

AND WHEREAS the present VENDOR herein being interest to purchase Scheduled B mentioned Flat about more or less sq. ft. which is fully mentioned and described in the Schedule-“A” hereunder written free all encumbrances, attachment, lien and lispendences proposed to purchase the said flat.

AND WHEREAS as such the Vendor herein became the absolute owner of **ALL THAT** unit of Flat which is lying and situated at ‘A’ Schedule property.

AND WHEREAS the Vendors herein being satisfied with all the documents relating to ‘B’ Schedule Flat lying and situated at ‘A’ Schedule property purchased herein which is more particularly mentioned in the SCHEDULE - “B” hereunder written, at a marketable consideration of **Rs.** ,
(Rupees) only.

AND WHEREAS the Vendor having verified the said offer and/or proposal of the Purchaser being adequate and according to the

prevailing market price, duly accepted the said offer and/or proposal of the Purchaser.

AND WHEREAS the Vendor agreed to outright sell the said flat free from all encumbrances in absolute manner of the said flat and appurtenant thereto dully described and mentioned in the Schedule hereunder written.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs.** ,
(Rupees) **only** being the total agreed price and/or consideration paid by the Purchaser to the Vendor simultaneously with the execution of these presents in terms of memo of consideration hereunder written (the receipt whereof the VENDOR hereby admits and acknowledges and of and from the some release and discharge the Purchaser and the said flat) the Vendor as beneficial owner do hereby grant, convey, sale transfer assign and assure unto and to the use of the said purchaser free from all encumbrances **ALL THAT** piece and parcel, of shall flat being measuring about more or less in the.....

.....
..... morefully and particularly mentioned and described in the Schedule-“B” hereunder written, which is now in exclusive possession of the present VENDOR, together with all trees fencesm ledgedm ditches ways, water

sources, lights, liberties, privileges, easements and appurtenances, whatsoever to the said property belonging or in anyway appertaining or usually held or occupied therewith or reputed the belong or be appurtenant thereto. AND ALL the estate, right, title, interest, claim and demand whatsoever of the VENDOR into or upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD OWN and possessions same unto and to the sue of the Purchaser, its heirs, successors-in-office, executors, administrators, assigns absolutely and forever together with title deeds, writings, muniment and other evidences of title, AND THE VENDOR do hereby covenants with the purchaser, his/her heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act, deed or things heretofore done, executed or knowingly suffered to the contrary, the VENDOR is now lawfully seized and possessed of the said property free from all encumbrances, attachments or defect in the title whatsoever and That the VENDOR has full power and joint authorities to sell the said flat in manner aforesaid. AND the purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said flat in khas or through tenants without any claim or demand, whatsoever from the VENDOR or any person claiming through or under him. AND FURTHER THAT the VENDOS it's executors, administrators or assigns, covenant with the purchaser, its his executors, administrators and assigns to save harmless indemnify and keep indemnified the purchaser its heirs, executors, administrators or assigns from or against all encumbrances, charges and equities whatsoever AND the assigns do or execute or

cause to be done or executed all such lawful act and assuring the said flat and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

1. PURCHASER'S OBLIGATION:

1.1. It shall be obligation of the PURCHASERS to:

- a) Make payment to the Developer, of all amounts due and payable and as and when payable under this Agreement.
- b) Not to do or cause to be done any act, deed or thing by virtue of which the construction at the said demarcated portion/flat is either hampered, obstructed, delayed or stopped.

1.2. As from the date of possession the PURCHASER covenants:

- a) To co-operate with the Developer in the management and maintenance of the new building constructed in the said Demarcated portion and formation of the Association, hereinafter referred to as the Maintenance Organisation. The Purchasers and other co-owners shall become members of such Maintenance Organisation and undertakes to pay share of deposits, subscription and such fees and charges as may be levied;

- b) To observe the Rules and Regulations framed from time to time by the Maintenance Organisation for the common Purpose/Expenses;
- c) To pay and bear the common expenses and other outgoings morefully described in the Schedule – “D” hereto (hereinafter called the Common Expenses), the Corporation rates and taxes and all other rates and outgoings relating to the new building and/or the said Demarcated portion proportionately and for the said flat wholly from the date of possession; till separate assessment of the said flat for the purpose of municipal taxes, not to let out or part with possession of the said flat before giving prior intimation in writing to the Maintenance Organisation, of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the purchasers in respect thereof to the extend necessary for assessment of the liability for rates, taxes and other impositions it being clarified that in case of sale only prior information of intention to transfer will be necessary and the Purchasers shall not be required to disclose the consideration or terms of sale or other particulars. However, notwithstanding any thing contained hereinabove, the Purchasers are not liable to disclose

any information as mentioned in the foregoing paragraph after the said flat is conveyed in favour of the Purchasers and also after the said flat is separated and/or apportioned and/or mutated in the name of the Purchasers in the municipal records;

- d) To pay electricity charges for the unit consumed relating to the said flat wholly and the common parts and portions proportionately;
- e) Not to use the said flat or permit the same to be used for any purpose other than RESIDENTIAL and shall not allow the flat to be used for any illegal or immoral purpose.
- f) Not to sub-divide the said flat and/or common spaces;
- g) Not to place or store in the common parts or in the common corridors any combustible goods or things whatsoever;
- h) To observe and conform to all regulations and restrictions made by the Owners/Developers and by the Association upon its formation from time to time for the proper management of the building.

- i) Save and except necessary home appliances shall not permit to keep any heavy machinery, goods or other heavy articles or in any part thereof.
- j) Not to permit any structural change or changes in elevation of the building.
- k) Not to do anything whereby the other flat owners and Co-purchasers/co-transferee are obstructed in or prevented from enjoying quietly and exclusively their respective flats.
- l) Not to claim any right in respect of other common open spaces.
- m) To keep the said unit in good state or repairs and conditions and to carry out necessary repairs or replacements as and when required.
- n) Not to put any articles including name plate and letter box save at the place approved or provided therefore by the maintenance Organisation.
- o) Not to store or bring in the flat any articles or substance of a combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions relation to the demarcated portion.

p) To observe such other covenants as be deemed reasonable.

1.3. The Purchasers and other co-owner of the other flats shall pay punctually and regularly the maintenance charges including for Common Expenses from the date of possession on actual bills basis as may be raised by the Flat Owners Association based on the area of the flat. Till such time the maintenance organization is formed, the Developer shall manage and carry on the maintenance of the building and for that service, the Purchasers shall pay to the Developer such maintenance charges as to be levied from the date of possession.

1.4. At or before the date of possession, the Purchasers shall pay and deposit with the Developer such sum and/or amounts mentioned in the **Schedule - E** hereto and until payment of the said sum is made by the Purchasers, the Developer shall not be liable to deliver possession of the said flat to the Purchasers.

1.5. The Purchasers and other co-owner of the other flats shall regularly and punctually pay the maintenance charges, electricity charges, municipal taxes and other taxes proportionately and all other outgoings punctually and within the time to be specified by the Developer and/or

Maintenance Organisation and in case of failure to pay the Purchasers shall be liable to pay interest @ 1% p.m. on such sum to be calculated from the expiry of the date it becomes due upto the date of actual payment and at the discretion of the Maintenance organization and shall not be entitled to use all such common facilities until and unless all the dues inclusive of interest have been paid.

2. PURCHASER'S OBLIGATION:

2.1. It shall be obligation of the PURCHASERS to:

- a) Make payment to the Developer, of all amounts due and payable and as and when payable under this Agreement.
- b) Not to do or cause to be done any act, deed or thing by virtue of which the construction at the said demarcated portion/flat is either hampered, obstructed, delayed or stopped.

2.2. As from the date of possession the PURCHASER covenants:

- a) To co-operate with the Developer in the management and maintenance of the new building constructed in the said Demarcated portion and formation of the Association, hereinafter referred to

as the Maintenance Organisation. The Purchasers and other co-owners shall become members of such Maintenance Organisation and undertakes to pay share of deposits, subscription and such fees and charges as may be levied;

- b) To observe the Rules and Regulations framed from time to time by the Maintenance Organisation for the common Purpose/Expenses;
- c) To pay and bear the common expenses and other outgoings morefully described in the Schedule – “D” hereto (hereinafter called the Common Expenses), the Corporation rates and taxes and all other rates and outgoings relating to the new building and/or the said Demarcated portion proportionately and for the said flat wholly from the date of possession; till separate assessment of the said flat for the purpose of municipal taxes, not to let out or part with possession of the said flat before giving prior intimation in writing to the Maintenance Organisation, of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the purchasers in respect thereof to the extend necessary for assessment of the liability for rates, taxes and other

impositions it being clarified that in case of sale only prior information of intention to transfer will be necessary and the Purchasers shall not be required to disclose the consideration or terms of sale or other particulars. However, notwithstanding anything contained hereinabove, the Purchasers are not liable to disclose any information as mentioned in the foregoing paragraph after the said flat is conveyed in favour of the Purchasers and also after the said flat is separated and/or apportioned and/or mutated in the name of the Purchasers in the municipal records;

- d) To pay electricity charges for the unit consumed relating to the said flat wholly and the common parts and portions proportionately;
- e) Not to use the said flat or permit the same to be used for any purpose other than RESIDENTIAL and shall not allow the flat to be used for any illegal or immoral purpose.
- f) Not to sub-divide the said flat and/or common spaces;

- g) Not to place or store in the common parts or in the common corridors any combustible goods or things whatsoever;
- h) To observe and confirm to all regulations and restrictions made by the Owners/Developers and by the Association upon its formation from time to time for the proper management of the building.
- i) Save and except necessary home appliances shall not permit to keep any heavy machinery, goods or other heavy articles or in any part thereof.
- j) Not to permit any structural change or changes in elevation of the building.
- k) Not to do anything whereby the other flat owners and Co-purchasers/co-transferee are obstructed in or prevented from enjoying quietly and exclusively their respective flats.
- l) Not to claim any right in respect of other common open spaces.
- m) To keep the said unit in good state or repairs and conditions and to carryout necessary repairs or replacements as and when required.

- n) Not to put any articles including name plate and letter box save at the place approved or provided therefore by the maintenance Organisation.
- o) Not to store or bring in the flat any articles or substance of a combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions relation to the demarcated portion.
- p) To observe such other covenants as be deemed reasonable.

2.3. The Purchasers and other co-owner of the other flats shall pay punctually and regularly the maintenance charges including for Common Expenses from the date of possession on actual bills basis as may be raised by the Flat Owners Association based on the area of the flat. Till such time the maintenance organization is formed, the Developer shall manage and carry on the maintenance of the building and for that service, the Purchasers shall pay to the Developer such maintenance charges as to be levied from the date of possession.

2.4. At or before the date of possession, the Purchasers shall pay and deposit with the Developer such sum and/or amounts mentioned in the **Schedule - E** hereto and until

payment of the said sum is made by the Purchasers, the Developer shall not be liable to deliver possession of the said flat to the Purchasers.

- 2.5. The Purchasers and other co-owner of the other flats shall regularly and punctually pay the maintenance charges, electricity charges, municipal taxes and other taxes proportionately and all other outgoings punctually and within the time to be specified by the Developer and/or Maintenance Organisation and in case of failure to pay the Purchasers shall be liable to pay interest @ 1% p.m. on such sum to be calculated from the expiry of the date it becomes due upto the date of actual payment and at the discretion of the Maintenance organization and shall not be entitled to use all such common facilities until and unless all the dues inclusive of interest have been paid.

THE SCHEDULE - A ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 05 Cottahs 10 Chittaks 19 Square Feet, a little more or less together with a building standing thereon lying and situate under Mouza - Behala, J.L. No. 2, R.S. No. 83, under C.S. Khatian No. 1855, R.S. Khatian No. 5198, R.S. Dag No. 3884, in the Kolkata Municipal Corporation Premises No. 97, Netaji Subhas Road, (Mailing Address No.: 135, Netaji Subhas Road), under KMC Ward No. 130, vide Assessee No. 411300900980, P.S. Behala now Parnasree, Kolkata 700034, District

South 24 Parganas, which is butted and bounded in the manner as follows :-

ON THE NORTH : House of Manindra Nath Kanji.

ON THE SOUTH : House of Smt. Juthika Roy & Puspen Pandit.

ON THE EAST : 18 ft. Netaji Subhas Road &
house of K.D. Banerjee

ON THE WEST : 6 ft. 6 inch. Common Passage.

THE SCHEDULE – B ABOVE REFERRED TO

ALL THAT one self contained residential flat measuring about 788 Square feet super built up area being flat No. 1/1 on the First floor (North-Eastern side) of the multi storied building along with one garage space on the ground floor of the multi storied building together with undivided proportionate share of land and other common user, rights and facilities free from all encumbrances lying and situate at Municipal Premises No. **Premises No. 97, Netaji Subhas Road**, (mailing address 135, Netaji Subhas Road), within the limits of the Kolkata Municipal Corporation Ward No. 130.

THE SCHEDULE – C ABOVE REFERRED TO

(Common Parts & common Portions)

- i. Staircase, lobby, landings and ultimate roof of the building.
- ii. Electrical wiring fittings and fixtures for lighting the staircase lobby and landings and other electrical installations.

- iii. Overhead tank with distribution pipes therefrom connecting to different flats and from the underground water reservoir to the overhead tank.
- iv. Water waste and sewerage evacuation pipes from the flats to drains and sewers common to the Apartment.
- v. Paths, and passages in the said apartment.
- vi. Transformer, electrical sub-station and their accessories and distribution cables, if provided for supply of electricity in the said apartment/room, if any, in the ground floor.
- vii. Electrical installations with main switch and meter room.
- viii. Water pump with motor and underground water reservoir in the Demarcated portion with water distribution pipes to the overhead tank.
- ix. Boundary walls and main gate.

THE SCHEDULE – D ABOVE REFERRED TO

(Common Expenses)

- I. **MAINTENANCE:** The costs and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure, common parts and portions like drainage, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said apartment, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc. enjoyed or used by the Purchasers in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, landings, staircases and other parts of the apartment so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

- II. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common parts and Common portions including water pump with motor and also the costs of repairing renovating and replacing the same.
- III. **STAFF:** The Salaries of and all other expenses of the staff to be employed for the Common Purposes.
- IV. **ASSOCIATION:** Establishment and all other expenses of the Association or any agency looking after the Common purpose until handing over the same to the Association of Flat owners.
- V. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- VI. **FACILITIES:** All costs and expenses incurred for maintenance, upkeep and running the facilities and morefully described in the Schedule – C.
- VII. **OTHERS:** All other expenses and/or outgoings as may be determined by the Association for the Common purposes.

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

SIGNED ,SEALED & DELIVERED

In presence of

WITNESSES

1)

Constituted Attorney of the Owners

SIGNATURE OF THE OWNERS

2)

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER

1)

SIGNATURE OF THE DEVELOPER