

Draft Deed of Conveyance

DEED OF CONVEYANCE

Date:...../...../.....

Nature of Document : DEED OF CONVEYANCE

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives

And assigns.

OWNER : SOMNATH DEY (having PAN- ASDPD3876E and having AADHAAR NO. 8100 2598 6217 and Phone No.) by faith - Hindu, by Nationality - Indian, by Occupation - Service, residing at Kamrabad Bose Para, Sonarpur, P.S. Sonarpur Kolkata - 700 150, District: South 24Parganas, represented by his Constituted Attorney, executed and registered Development Power of Attorney dated 06-06-2022 in favour of M/S. RSR ASSOCIATE (having PAN AAVFR7022G), a Partnership Firm, having its Office at No.138, Aghore Sarani, Kolkata- 700 150, Post Office and Police Station Sonarpur, the Firm is constituted by its Partners, viz., (1) SRI RAJIB SARDAR (having PAN BFSPS9902P, Aadhaar No. 4852 5320 1716), son of Sri Rabindra Nath Sardar, residing at Kamrabad Mandirtala, Kolkata-700 150, Post Office and Police Station Sonarpur, District South 24-Parganas, (2) SRI RABINDRA NATH PATRA (having PAN AQKPP0712E, Aadhaar No.7600 8985 4285),son of Late Mrityunjoy Patra, residing at Ramdhan Bose Road, Bose Para, Kolkata-700 149, Post Office Rajpur, Police Station Sonarpur, District South 24-Parganas and (3) SRI SANTONU DAS (having PAN AIDPD9594R, Aadhaar No.7516 3157 5274),son of Late Jagannath Das, residing at Baidya Para, Kolkata-700 150, Post Office and Police Station Narendrapur (formerly Sonarpur), District South 24-Parganas,, hereinafter called the 'OWNER' of the FIRST PART.

AND

**PURCHASER:(1) SRI/SMT ,
son/daughter/wife of (having PAN-
.....,having AADHAAR NO.....and having PHONE
NO.....) by Occupation-.....,by Faith-Hindu,**

By Nationality- Indian, residing at, P.S.
 -, P.O. -, Kolkata-
,in the District of, State-West Bengal,
 hereinafter called 'the PURCHASER of the SECOND PART.

AND

DEVELOPER: RSR ASSOCIATE (having PAN AAVFR7022G), a Partnership Firm, having its Office at No.138, Aghore Sarani, Kolkata- 700 150, Post Office and Police Station Sonarpur, the Firm is constituted by its Partners, viz., (1) SRI RAJIB SARDAR (having PAN BFSPS9902P, Aadhaar No. 4852 5320 1716, Phone No.....), son of Sri Rabindra Nath Sardar, residing at Kamrabad Mandirtala, Kolkata-700 150, Post Office and Police Station Sonarpur, District South 24-Parganas, (2) SRI RABINDRA NATH PATRA (having PAN AQKPP0712E, Aadhaar No.7600 8985 4285, Phone No.....), son of Late Mrityunjay Patra, residing at Ramdhan Bose Road, Bose Para, Kolkata-700 149, Post Office Rajpur, Police Station Sonarpur, District South 24-Parganas and (3) SRI SANTONU DAS (having PAN AIDPD9594R, Aadhaar No.7516 3157 5274, Phone No.....), son of Late Jagannath Das, residing at Baidya Para, Kolkata-700 150, Post Office and Police Station Narendrapur (formerly Sonarpur), District South 24-Parganas, hereinafter called the DEVELOPER of the THIRD PART.

Subject of Conveyance:

Transfer of said flat and Appurtenances:

Said Flat: ALL THAT piece and parcel of one
 facing Residential Flat No....., having super built up area
 Sq. Ft. more or less on Floor
 with Tiles Flooring consisting of (.....) Bed Rooms,
 (.....) Dining Cum Kitchen Room, (.....) Balcony,
 (.....) Bath, and (.....) W.C of the G+IV Storied Building
 named as " " lying and situated at ALL THAT piece and parcel of
 the land measuring 12 Cottahs 11 Chittacks 13 Sq. Ft. more or less,
 Situate and lying at Collectorate Touzi No.108, Pargana Medanmalla
 R.S.No. 2, Mouza- Kamrabad, J. L. No. 41, under L.R. Dag No. 5105,

appertaining to L. R. Khatian No.22355, being Municipal Holding No. 5512 (Old No. 540), within the limits of Rajpur-Sonarpur Municipality, under Ward No.9, P.S.- Sonarpur ,P.O.-Sonarpur, Kolkata- 700 150, under District : South 24 Parganas, having Assessment No., morefully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAIDPROPERTY).

Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat(Share in Common Portions) and the said common areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively CommonPortions). The Share in Common Portions is/shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Background:

Ownership of the Land owner : By virtue of the events and in the circumstances, The Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof ,particularly described as follows:

WHEREAS One Umesh Chandra Ghose, by and/or under a Deed of Conveyance dtd. 10-02-1879 and a Pattah dated 19-05-1897, acquired his absolute ownership over ALL THAT he pieces and parcels of land measuring 1 Bigha 6 Cottahs more or less situated lying at Mouza- Kamrabad, Touzi No.108, J.L. No. 41, R.S. No.2, in Dag Nos.5095, 5356, 5104, Khatian Nos.1156, 557 (old Khatian Nos.3472,3471), Police Station Sonarpur, District South 24-Parganass and was seized and possessed of the said properties free from all encumbrances and subsequently constructed two storied building on the said property.

AND WHEREAS the said Umesh Chandra Ghose, being the absolute owner of the property on 05th day of May, 1906 made his last Will and Testament, wherein he gave bequeathed the aforesaid property unto and in favour of his Youngest Daughter Smt. SurobalaDassi, wife of Late Haripada Dey.

AND WHEREAS after death of said Umesh Chandra Ghose, the said Smt. Surobala Dassi applied for Grant of Probate to the said Will dtd. 05-05-1906 as made by said Umesh Chandra Ghose and she obtained Probate from the Court of District Delegate at Alipore in respect of said Will dtd. 05-05-1906 as made by said Umesh Chandra Ghose, since deceased.

AND WHEREAS On or about 1931, the said Surobala Dassi had died intestate leaving her 7 (seven) Sons viz., Bhola Nath Dey, Pashupati Nath Dey, Ashutosh Dey, Nishikanta Dey, Ajit Bhushan Dey, Gajendra Nath Dey and Rabindra Nath Dey as her Legal Heirs and her Husband HaripadaDey, had pre-deceased her.

AND WHEREAS Subsequently, out of the aforesaid 7 (seven) Sons of said Surobala Dassi, since deceased, Pashupati Nath Dey and Nishikanta Dey had died intestate as Bachelor leaving their 5(five) Brothers i.e., Bhola Nath Dey, Ashutosh Dey, Ajit Bhushan Dey, Gajendra NathDey and Rabindra Nath Dey, who jointly inherited the respective 1/7th(one-seventh) share in the said property of said Pashupati and Nishikanta Dey, both since deceased.

AND WHEREAS The said Bhola Nath Dey, Ashutosh Dey, Ajit Bhushan Dey, Gajendra Nath Dey and Rabindra Nath Dey thus became the joint owners of the aforesaid having undivided 1/5th (one-fifth) share each therein.

AND WHEREAS On or about 1946, Ajit Bhushan Dey, son of Late Haripada Dey had died intestate leaving his Daughter Smt. Geeta Dey, as his only Heir, who inherited the undivided 1/5th (one-fifth) share in above property as left by said Ajit Bhushan Dey, since deceased.

AND WHEREAS On or about 02nd day of October, 1960, BholaNathDey had also died intestate leaving his widow Smt. NirmalaDey, 3 (three) Sons viz., Bimalendra Nath Dey, Amalendra Nath Dey, Shyamalendra Nath Dey and 3 (three) Daughters viz., Smt. Lakshmi Dey, Smt. Maya Dey, Smt. Saraswati Ghose as his Heirs, who jointly inherited undivided 1/5th (one-fifth) share in the said property as left by said Bhola Nath Dey, since deceased, who jointly inherited the undivided 1/35th (one- thirty fifth) share each as left by him.

AND WHEREAS Upon respective demises of the owners of the above property from time to time, Ashutosh Dey, Gajendra Nath Dey, Rabindra Nath Dey, Smt. Geeta Dey acquired undivided 1/5th (one-fifth) share each in above property and Smt. Nirmala Dey, Amalendra Nath Dey, Smt. Lakshmi Dey, Smt. Maya Dey, Smt. SaraswatiGhose, Shyamalendra Nath Dey and Bimalendra Nath Dey acquired undivided 1/7th (one-seventh) share in the property as aforesaid.

AND WHEREAS thereafter, Smt. Nirmala Dey, Amalendra Nath Dey, Smt. Lakshmi Dey, Smt. Maya Dey, Smt. Saraswati Ghose, Shyamalendra NathDey, Ashutosh Dey, Gajendra NathDey, RabindraNathDey, Smt. Geeta Dey all being the joint owners of 34/35th share each in above property, by and/or under an **Indenture dated 09th day of October, 1975** jointly sold transferred their said undivided 34/35th share in above property having land area of 1 Bigha 6 Cottahs more or less of land with Partly one storied and Partly Two storied brick built building situated at MouzaKamrabad, J.L.No.41, comprised in Dag Nos. 5095, 5536, 5104, Khatian Nos.1156, 557, Police Station Sonarpur, District 24-Parganas morefully described in SCHEDULE there under written unto and in favour of Bimalendra Nath Dey, son of Late BholaNath Dey at a valuable consideration therein mentioned and the said Indenture was registered and recorded at the **Office of Sub-Registrar, Sonarpur, 24-Parganas** and recorded in its **Book No. I, Volume No.64, at Pages 86 to 95, Being No.4291 for the year 1975.**

AND WHEREAS Under the above mentioned Indenture dated 09-10-1975, Bimalendra Nath Dey alias Bimalendu Nath Dey acquired his absolute ownership over the aforesaid property and he sold various part/portions of the said property from time to time and lastly retained 21 decimals more or less of Bastu land with structures thereon situated lying at Mouza

Kamrabad, J.L.No.41, in R. S. Dag Nos.5104, R.S. Khatian No.557, Police Station Sonarpur, District South 24-Parganas within his ownership.

AND WHEREAS the said Bimalendra Nath Dey alias Bimalendu Nath Dey during his life time had his wife Smt. Sadhana Dey and only Son Somnath Dey in his Family.

AND WHEREAS While seized and possessed of ALL THAT the aforesaid 0.21 decimals equivalent to 12 Cottahs 11 Chhitacks 13 Sq.ft. more or less of Bastu Land with Partly one storied and Partly Two storied Building at Mouza Kamrabad in R.S. Dag Nos.5104, R.S. Khatian No.557, Police Station Sonarpur, District South 24-Parganas, within the limits of Rajpur-Sonarpur Municipality, the said Bimalendu Nath Dey died intestate on 31st day of July, 2017 as his only Heir and Legal Representative and his wife Smt. Sadhana Dey had pre-deceased him and she died intestate on 11th day of February, 2001 at Sonarpur, leaving her said Husband Bimalendu Nath Dey and only son Somnath Dey as her Heirs.

AND WHEREAS thus, Somnath Dey, son of Late Bimalendu Nath Dey alias Bimalendu Nath Dey i.e., the Vendor/Landowner herein acquired his absolute ownership of ALL THAT the piece and parcel of 0.21 decimals more or less equivalent to **12 Cottahs 11 Chhitacks 13 Sq. ft.** more or less of Bastu land together with old building/structure standing thereon or on part thereof situated lying at **Mouza Kamrabad**, J.L. No.41, in part of R. S. Dag No.5104, in R.S. Khatian No.507, Police Station and Addl. District Sub-Registration Office **Sonarpur**, District south 24-Parganas within the Municipal limits of Rajpur- Municipality and being the absolute owner of the land/property as aforesaid, Somnath Dey, the Owner herein had recorded his name in the Settlement Records and under L. R. Operation the above land was/is recorded in L. R. Dag No. 5105, L R. Khatian 22355 at Mouza Kamrabad as aforesaid.

AND WHEREAS thereafter, the Vendor had also mutated his name in the Municipal Records of Rajpur-Sonarpur Municipality and the said property was/is recorded/numbered as **Holding No.5992 (old No.540), Kamrabad, Kolkata-700 150** under its Ward No.9.

AND WHEREAS Subsequently, it was detected that certain irregularities were/are detected in the aforesaid Indenture dated 09th day of October, 1975 and thus the Owner had executed one **Deed of Declaration** made in Bengali language dated 04th day of March, 2021 corresponding to 19th day of Falgoon, 1427 for removal of all irregularities as appearing in the aforesaid Indenture

dated 09-10-1975 and the said Deed of Declaration was registered and recorded at the **Office of Addl. District Sub-Registrar, Sonarpur, South 24-Parganas** and recorded in its **Book No. I, Volume No.1608-2021, Page from 1429 to 1439, Being No.160800077 for the year 2021.**

AND WHEREAS the owner was/is thus seized of ALL THAT the property situated at Holding No.5992 (old No.540), Kamrabad and subsequently, the Owner had demolished the First floor structures thereon and lastly has retained Pucca structure of 600 Sq. ft. more or less thereon and the Owner is thus seized and possessed of ALL THAT the piece or parcel of 0.21 decimals more or less equivalent to **12 Cottahs 11 Chhitacks 13 Sq.ft.** more or less of **Bastu** land together with old one storied building/structure measuring an area of 600 Sq. ft. more or less standing thereon or on part thereof situated lying at and being the **Holding No.5992 (old No.540), Kamrabad, Kolkata-700 150** free from all encumbrances more fully described in the FIRST SCHEDULE hereunder written.

DEVELOPMENT AGREEMENT:

Said Land owner, SOMNATH DEY, son of Late Bimalendu Nath Dey alias Bimalendu Nath Dey **entered into a Development Agreement, on dated 06th day of June, 2022 with M/S. RSR ASSOCIATES, having its Office at 138, Aghore Sarani, Post Office and Police Station Sonarpur, Kolkata - 700 150 represented by its Partners, (1) SRI RAJIB SARDAR**, son of Sri Rabindra Nath Sardar, **(2) SRI RABINDRA NATH**, son of Late Mrityunjoy Patra, and **(3) SRI SANTONU DAS**, son of Late Jagannath Das, **Developer herein, for constructing a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of District Sub-Registrar-III, Alipore and was recorded in its Book No. I, Volume No. 1603-2022, Page from 301196 to 301236, Being No. 1603086504 for the year 2022.**

DEVELOPMENT POWER OF ATTORNEY:-

The said land owner SOMNATH DEY, son of Late Bimalendu Nath Dey alias Bimalendu Nath Dey, **execute a Development Power of Attorney after Registered Development Agreement dated 06th of June, 2022 and registered in the Office of District Sub-Registrar-III, Alipore and recorded in its Book No. I, Volume No. 1603-2022, Page from 301295 to 301323, Being No. 160308616, for the year 2022.**

appointing the said M/S. RSR ASSOCIATE, its M/S. RSR ASSOCIATES, having its Office at 138, Aghore Sarani, Post Office and Police Station Sonarpur, Kolkata - 700 150 represented by its Partners, (1) SRI RAJIB SARDAR, son of Sri Rabindra Nath Sardar, (2) SRI RABINDRA NATH, son of Late Mrityunjoy Patra, and (3) SRI SANTONU DAS, son of Late Jagannath Das, as his Constituted Attorney.

BOUNDARYDECLARATIONFORK.M.C:

Thereafter the said SOMNATH DEY, registered One Boundary Declaration for Rajpur-Sonarpur Municipality, which was duly registered on dated 19th June, 2023 in the office of D.S.R. - II, Alipore, South 24Parganas, and recorded in the Book No. I, Volume No. 1602-2023, Pages From 286034 to 286045, being No. 160208604, for the year 2023.

PLAN SANCTION:

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its No. SWS-OBPAS/2207/2023/1671 for construction of Ground plus Four Storied Residential-cum-Commercial Building Construction of Building: The said Developer is constructing a multi-storeyed building known the said land more fully described in the FIRST SCHEDULE hereunder written.

SUPER BUILT UP AREA: Super Built Up Area means the total covered area plus Proportionate share of service area.

SALE OF COMPOSITE UNIT: Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said building Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the SECOND SCHEDULE hereunderwritten, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE:The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats(Intending Purchasers).

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated/...../2024, the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall take possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debentures, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS: Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE: The Developer hereby sell, grants, transfers and conveys to the Purchaser the ~~said~~ Flat together with the undivided proportionate share in

the land and the right to use and enjoy the undivided, impartible proportionate share in the said building with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs...../-(Rupees Only) the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

PURCHASER' COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) **The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Kolkata Municipal Corporation) and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the Common Portions and the Building Common Portions.**

- 2) **The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.**
- 3) **The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of the and/or with regard to formation of maintenance organization/association for the said building after handing over possession of the Apartment.**
- 4) **The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the Building.**
- 5) **The Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of Building**
- 6) **The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of, Common Portions of the Building Common Portions and all these liabilities shall be perpetual even though the**

Same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the Ind, Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though

the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the building will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flatowner/softheBuilding.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities ,amenities and portions in the Building ,in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferringsaidFlattothePurchaser/s.

POSSESSION: The Developerhas handed overthe peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which thePurchaser doth hereby admits and acknowledges.

OBLIGATIONOFTHEPURCHASER/S: Onand from the Date of Possession, thePurchaser/sshall:

a. Residential Use : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guesthouse, service department, mess, chummery,hotel, restaurant, nursing home, club, school or other publicgathering place.

b. No Alteration: Not after purchase modify or in any manner change the(1)elevation and exterior colour scheme of the Said Building and (2)design and/or the colour scheme of the windows, grills and the maindoor of the Said Flat without the permission in writing of the Developer. In the even

the Purchaser/ shall make the said alterations/changes, the Purchaser/ shall compensate, the Developer as it will be estimated by the Developer.

- c. **No Structural Alteration :** Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.
- d. **No Sub-Division:** Not sub-divide the Said flat and Appurtenances and the Common Portions, under any circumstances.
- e. **No Changing Name:** Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.
- f. **No Nuisance and Disturbance:** Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- g. **No Storage :** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- h. **No Obstruction to Developer/Association:** Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

- i. No Obstruction of Common Portions :** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- j. No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- k. No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.
- l. No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- m. No Floor Damage:** Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.
- n. No Use of Machinery:** Not install or operate any Machinery or equipment except household appliances.
- o. No Right in Other Areas:** The Purchaser/s shall not have any right in the other portions of the said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants: The Developer covenants with the Purchaser/s and admit and accept that:

No Creation of Encumbrance : The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will Bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT the piece and parcel of **12 (twelve) Cottahs 11 (eleven) Chhitacks 13 (thirteen) Sq. ft.** more or less of **Bastu land** situated lying at **Mouza Kamrabad, J.L. No.41, in L. R. Dag No. 5105** (part of R. S. Dag No.5104), in **L. R. Khatian No. 22355** (R.S. Khatian No.507), Police Station and Addl. District Sub-Registration Office **Sonarpur**, District South 24-Parganas, being the **Holding No. 5992, Kamrabad (old No.540, Kamrabad), Kolkata-700 150** within the limits of Rajpur-Sonarpur Municipality under its Ward No.9, whereon or whereupon the said new **Ground plus Four Storied Residential-cum-Commercial building** is being constructed and the said Holding is butted and bounded in the manner following that is to say:

ON THE NORTH : By 10'ft. wide Common Passage and Land in R.S. Dag No.5142 ;

ON THE SOUTH : By 16'-5" wide Municipal Road ;

ON THE EAST : By 6'ft. wide Common Passage and Land in R.S. Dag No.5101, 5102 ;

ON THE WEST : By 8'ft. wide Common Passage and Land in R.S. Dag No.5105, 5109 ;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT piece and parcel of one facing Residential Flat No....., having super built up area Sq. Ft. more or less on..... Floor with Tiles Flooring consisting of

.....(.....) BedRooms,.....(.....)Dining Cum Kitchen Room,.....
 (.....) Balcony, (.....) Bath, and (.....) W.C of the
 G+IVStoried Building named as consisting of several selfcontained flats,Car
 Parking Spaces, andother spaces TOGETHERWITH undivided proportionate
 share of land fully described in the FIRST SCHEDULE hereinabove written
 TOGETHER WITH right
 toenjoytheproportionateshareorinterestinthecommonareasandpartsofthe
 said building, fully described in the THIRDSCHEDULE hereunder written
 subject to payment of proportionate common expenses applicableto the said
 Flat mentioned in the FOURTH SCHEDULE hereunder
 writtenTOGETHERWITH the Net price shall be paid in the mannermentioned
 in the FIFTHSCHEDULE hereunder written.

Morefully and particularly described in the MAPorPLANannexedherewith.

THETHIRDSCHEDULEABOVEREFERREDTO

(ParticularsoftheCommonareasandParts)

The Owner, Intending Purchasers entitled to use the Common user of
 theCommon Areas and the Common Parts mentioned in this Indenture
 shallinclude:

1. **Staircase leading to all floors.**
2. **Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.**
3. **Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.**
4. **Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rainwater pipes.**
5. **Lighting in common space, passage, staircase including electric Meter, and its fittings.**
6. **Common Electric Meter and Box.**
7. **Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.**
8. **Windows, Doors, Grills and other fittings of the common areas of the Building.**
9. **Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.**
10. **Electrical wirings, Meters (excluding those installed for any particular flat).**

11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
12. The foundation, corridor, lobbies, stairways, entrance and exits, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.
13. Lift & Lift Wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

The Owner herein and Co-Owners within the Buildings shall have to bear proportionately:-

- 1) The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupier thereof.

- 2) **The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.**
- 3) **The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and or the incidental expenses relating thereto.**
- 4) **The cost of decorating the exterior of the building.**
- 5) **The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.**
- 6) **Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.**

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED

by the VENDOR above named in

the Presence of:

1.

2.

SIGNED AND DELIVERED by

The PURCHASER above

named in the Presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER/S

SIGNED, SEALED AND DELIVERED

By the DEVELOPER above named

in the Presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

RECEIVED of and from the within
named Purchaser ,the sum of Rs..... /-
(Rupees

..... Only) by
way of full consideration money paid by
the Purchaser to the Developer herein
asper Memo below:

Rs/-

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. dated drawn on	
2.	Paid by Cheque No. dated drawn on Bank, branch	
3.	Paid by Cheque No. Dated drawn on Bank	
Total		Rs/-

RUPEES.....LACKSONLYWITNE

SSES

1

2.

**SIGNATURE OF THE
DEVELOPER**

Drafted & prepared at my office:

**(CHNCHAL SANTRA)
Advocate
AliporeJudges' Court,
Bar Association,
Room No.4
Kolkata-700027
Regn. No. WB/496/1984
(M) 98300 31694**