

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-FOUR (2024).**

**-BETWEEN-**

(1) **SRI BIJAY KRISHNA PAL**, PAN- AFFPP8291L, By occupation- Retired, (2) **SHI CHANDAN KUMAR PAUL**, PAN- AFKPP0353G, by occupation-Retired, (3) **SMT. BHARATI GHOSH**, PAN- CEXPG7381B, wife of Sri Uddipta Ghosh, by occupation House-wife, and (4) **MISS ARATI PAUL**, PAN- BDAPP3964Q, by occupation self employed all are sons and daughters of Late Biswanath Pal, by Faith Hindu, by Nationality Indian, all are residing at 5H, South Sinthee Road Now Ganapati Sur Sarani P.S.&P.O Sinthee, Kolkata 700 050, hereinafter referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART.**

The **Owners** herein are represented by his Constituted Attorney **SUBHO CONSTRUCTION & DEVELOPMENT**, PAN- AZOPS3024R, a Proprietorship firm the firm being represented by its sole Proprietor viz. **-SRI SANKAR SAHA**, PAN- AZOPS3024R, son of Late Sarbeswer Saha, by Faith - Hindu, by Occupation Business, by Nationality Indian, residing at 41, Nainan Para Lane, P.O. & P.S. Baranagar, Kolkata 700 036, District 24-Parganas (North), West Bengal, by virtue of the Registered Development Power of Attorney after Registered Development Agreement dated 06.10.2020, executed and registered before the office of the A.D.S.R. Cossipore Dum Dum, and recorded in Book No. I, Volume No. 1506-2020, Pages from 298051 to 298073, being Deed No. 150605413 for the year 2020.

AND

**SUBHO CONSTRUCTION & DEVELOPMENT**, PAN- AZOPS3024R, a Proprietorship firm the firm being represented by its sole Proprietor viz. **-SRI SANKAR SAHA**, PAN- AZOPS3024R, son of Late Sarbeswer Saha, by Faith - Hindu, by Occupation Business, by Nationality Indian, residing at 41, Nainan Para Lane, P.O. & P.S. Baranagar, Kolkata 700 036, District 24-Parganas (North), West Bengal, hereinafter referred collectively referred to as the **“DEVELOPERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include all the partners of the said partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**-AND-**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning

thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

**WHEREAS :-**

**1.** one Biswanath Paul (Since deceased) was owner in respect of Premises No. 5H, South Sinthee Road, P.S. Sinthee, Kolkata -700 050, measuring an area 7 Cottahs 12 Chittaks 5 Sq.ft. by way of registered Deed of Partition and said Partition Deed duly registered at Sub -registrar Cossipore Dum Dum on 25/07/1969 and recorded in Book No. -1, Volume No 88, Pages 89 to being No. 5538, for the year 1969.

**2.** that after Partition said Biswanath Paul allotted his share in Schedule "Kha", measuring an area 7 Cottahs 12 Chittaks 05 Sq.fts. along with partly pucca one storied building partly R. T. Shed thereon and marked in Yellow Colour Lot "B-2" in the annexed plan in the above mentioned partition Deed and his name mutated and separated in the office at Kolkata Municipal Corporation as recorded owner in respect Premises No. 5H, South Sinthee Road, P.S. Sinthee, Kolkata - 700 050.

**3.** that said Biswanath Paul Died intestate on 21/10/1976 leaving behind his widow Smt. Provabati Paul and two sons namely Bijay Krishna Pal and Chandan Paul and two daughter one is married Smt. Bharati Ghosh and another is unmarried Miss Arati Pal as legal heirs and Successors and they are/were Joint

owner in respect of Premises No. 5H, South Sinthee Road, P.S. Sinthee, Kolkata - 700 050.

4. that Smt. Provabati Paul died intestate on 18/01/2007 leaving behind her two sons and two daughters above mention written and we are the legal heirs and successors and they are/were Joint owner in respect of Premises No. 5H, South Sinthee Road, P.S. Sinthee, Kolkata - 700 050.

5. that after demises of Biswanath Paul and Provabati Paul i.e. our father and mother, we are legal heirs and Successors in the above mentioned Premises No. 5H, South Sinthee Road, Kolkata 700 050 and thereafter our Physical possession and measurement of the said Premises land is 7 Cottahs 6 Chittaks 29 Sq.fts. same little more or less along with Partly Pacca one storied building and partly R.T. Shed thereon more fully described in the Schedule "A" here under written below.

6. the present owners became the absolute owner and possessor in respect of ALL THAT piece and parcel of land 7 Cottah 6 chittak 29 Sq.ft. be the same a little more or less, lying and situate at Premises No. 5H, South Sinthee Road, Now Ganapati Sur Sarani, P.S. Sinthee, Kolkata-700 050, being Assessessee No. 110022508285, under Ward No. 2, within the Municipal limits of Kolkata Municipal Corporation, which is morefully and particularly descried in Schedule "A" hereunder written.

7. The Present owners are desirous of constructing a new Malti storied building at the said premises by taking out a sanctioned plan from Kolkata Municipal Corporation.

8. The said owners are unable to undertake the said work of construction themselves because of financial and other problems.

9. the Developer have vast experience in developing Lands and constructing multi-storied building and flats, and whereas the owners are absolutely seized and possessed 7 Cottahs 6 Chittaks 29 sq.ft. of Land be the same a little more or less together with a one storied brick built building and R.T.Shed standing thereon and hereinafter referred to as **“the said Premises”** and more fully and particularly

mentioned and described in the **First Schedule** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and duly mutated their name in the record of South Dum Dum Municipality by paying usual rents and taxes to the proper authorities concerned in their own names as the absolute owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

**10.** the Owners herein intended to construct a multi-storied building comprises of residential/ownership flats, shops, car parking spaces on the aforesaid property according to the sanctioned plans of the South Dum Dum Municipality. But due to lack of experience in construction line, non-availability of time and paucity of fund, the Owners herein could not fulfill their intention for which finding no other alternative the Owners herein were in search of a well reputed Developer to develop the said property.

**11.** on hearing such intention of the Owners and also relying on the above representations made by the Owners herein, the Developer hereto having good and valuable reputation in the market approached the Owner expressing its intention to develop the property being **ALL THAT** piece and parcel of land 7 Cottahs 6 Chittaks 29 sq.ft. along with One storied brick built 800 sq.ft. dwelling house be the same a little more or less, lying and situate at Premises No. 5H South Sinthee Road Now Ganapati Sur Sarani P.S.& P.O. Sinthee, Kolkata 700 050, within the Municipal limits of Kolkata Municipal Corporation under Ward No. 2, and at the cost and expenses of the Developer and in accordance with the building plan to be sanctioned by the competent authority in the name of the present Owners herein, and / or any revised plan or plans to be prepared by the Developer at its sole discretion there.

**12.** in pursuant to the said proposal of the Owners, the Developer herein have agreed to develop the said land by constructing a multi-storied building thereon for which the Developer herein entered into the Development Agreement dated 29<sup>th</sup> day of September, 2020, registered in the office of A.D.S.R. Cossipore, Dum Dum, District- North 24 Parganas, and recorded in Book No. I, Volume No. 1506-2020 Pages from 246065 to 246092, being No.

150605222 for the year 2020, with the Owners herein with some terms and conditions mentioned therein. Also entered into a Registered Development Power of Attorney after Registered Development Agreement dated 06.10.2020, executed and registered before the office of the A.D.S.R. Cossipore Dum Dum, and recorded in Book No. I, Volume No. 1506-2020, Pages from 298051 to 298073, being Deed No. 150605413 for the year 2020 and appointed **SUBHO CONSTRUCTION & DEVELOPMENT**, PAN-AZOPS3024R, a Proprietorship firm the firm being represented by its sole Proprietor viz. **-SRI SANKAR SAHA**, PAN- AZOPS3024R, son of Late Sarbeswer Saha, by Faith - Hindu, by Occupation Business, by Nationality Indian, residing at 41, Nainan Para Lane, P.O. & P.S. Baranagar, Kolkata 700 036, District 24-Parganas (North), as their constituted attorney.

**13.** the Developer herein after acquiring the said land, applied for building plan before the Kolkata Municipal Corporation and obtained a sanctioned building plan being **Building Permit No. 2022010152, dated 29.12.2022** for construction of a multi-storied building upon the **First Schedule** and as per plan the Developer will start the construction of the said multi-storied building consisting of several residential flats, shops, garage spaces with all conveniences and amenities for the ownership building such as overhead tank, septic tank, drains, staircase, lift, meter room, passage, entrance etc. for the common use of the flat owners of the said multi-storied building.

**14.** the Developer herein have started construction of a multi-storied building consisting of several residential flats, shops, car parking space upon the said land being **ALL THAT** piece and parcel of land 7 Cottahs 6 Chittaks 29 sq.ft. along with One storied brick built 800 sq.ft. dwelling house be the same a little more or less, lying and situate at Premises No. 5H South Sinthee Road Now Ganapati Sur Sarani P.S.& P.O. Sinthee, Kolkata 700 050, within the Municipal limits of Kolkata Municipal Corporation under Ward No. 2, more fully described in the **First Schedule** hereunder written and hereinafter referred to as the “**said land**” in accordance with the sanctioned building plan sanctioned by the Kolkata Municipal Corporation Vide **Building Permit No. 2022010152, dated 29.12.2022.**

15. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on \_\_\_\_\_ under registration no. \_\_\_\_\_.**

16. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT the APARTMENT NO. \_\_\_\_\_, on the \_\_\_\_\_ Floor** of the building being **Block-\_\_\_\_\_**, containing by estimation an area of \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less appertaining to \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, situate at the Project known as **“SATYAM APARTMENT”**, hereinafter referred to as the said **“UNIT”** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_)only.**

1. The said Unit 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 total consideration of the sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_)** **only** paid by the Purchasers 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 Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT the APARTMENT NO. \_\_\_\_\_, on the \_\_\_\_\_ Floor** of the building being **Block-\_\_\_\_\_**, containing by

estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less **(Carpet Area)** excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less **(Super Built Up Area)**, flooring \_\_\_\_\_, situate at the Project known as **“SATYAM APARTMENT”**, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units 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 Owners 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 Purchasers 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 Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit 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 maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.



**THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners 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 them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners 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 Owners 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 Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners 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 Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners 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.
5. The Owners and/or Developer and all persons having or claiming any estate,

right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners 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 Purchasers 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 Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building 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 Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
  - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
  - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
  - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
  - iv) **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 **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. 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 **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **UNIT 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.
- xi) **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.

- xii) NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT 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 **UNIT AND/OR UNIT** or adjacent to the said **UNIT 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.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) 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 **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) 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 **UNIT 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.
- xviii) NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.

- xix) NOT TO** make in the said **UNIT 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 **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or 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.
- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) 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 Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) 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 **UNIT AND/OR UNIT**.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**DESCRIPTION OF THE SAID PREMISES**

**ALL THAT** piece and parcel of land 7 Cottahs 6 Chittaks 29 sq.ft. along with One storied brick built 800 sq.ft. dwelling house be the same a little more or less, lying and situate at Premises No. 5H South Sinthee Road Now Ganapati Sur Sarani P.S.& P.O. Sinthee, Kolkata 700 050, within the Municipal limits of Kolkata Municipal Corporation under Ward No. 2, which is butted and bounded as under:

ON THE NORTH : By 8A/1, South Sinthee Road Now Ganapati Sur Sarani;

ON THE SOUTH : By 12' ft wide Road;

ON THE EAST : By 5F, South Sinthee Road Now Ganapati Sur Sarani;

ON THE WEST : By 5D/1C, South Sinthee Road Now Ganapati Sur Sarani.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**(THE SAID UNIT)**

**ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less appertaining to \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, situate at the Project known as **“SATYAM APARTMENT”**, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

**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  
**OWNERS, DEVELOPER and PURCHASERS**  
at \_\_\_\_\_ in the presence of:

**WITNESS:**

**1.**

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**SIGNATURE OF THE OWNERS**

**2.**

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASERS**

**RECEIPT**

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

**MEMORANDUM OF CONSIDERATION**

<b>Sl.No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
	<b>TOTAL</b>			_____/-

**(Rupees** \_\_\_\_\_**)only.**

**WITNESS:**

1.

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**SIGNATURE OF THE DEVELOPER**

2.

**Deed prepared and Drafted by:-**