

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SRIDAM KARMAKAR [PAN : AGDPK5336Q], [AADHAAR NO. 962136715904] & [MOBILE NO. 9831027912]**, son of Saroj Karmakar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Jyangra Ghosh Para, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, Proprietor of **M/S. KARMAKAR ENGINEERING WORKS [PAN : AGDPK5336Q]**, having its office address at Jyangra Ghosh Para, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal. Hereinafter called and referred to as the **"LANDOWNER/VENDOR/DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

A N D

3.2 [PAN.],
[AADHAAR NO.] & [MOBILE NO.],
....., son/wife/daughter of
....., by faith -, by
 occupation -, by nationality - Indian, residing at
....., P.O.
....., P.S., District -, Pin -
....., State -

3.2.1 [PAN.],
[AADHAAR NO.] & [MOBILE NO.],
....., son/wife/daughter of
....., by faith -, by
 occupation -, by nationality - Indian, residing at
....., P.O.

M/s. Karmakar Engineering Works

Sridam Karmakar

Proprietor

....., P.S., District -, Pin -
....., State -

Hereinafter jointly called and referred to as the **"PURCHASERS"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

Landowner/Vendor/Developer and the Purchasers collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situate in the building namely **"....."**, situate at Premises No. FD-5, Vidyasagar Pally (Jyangra), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common facilities and common amenities of the said flat, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**
:

5.1 **Representations and Warranties Regarding Title :** The Landowner/Vendor/Developer has made the following representations and given the following warranties to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SRIDAM KARMAKAR, LANDOWNER/DEVELOPER HEREIN, IN RESPECT OF**

M/s. Karmakar Engineering Works

Sridam Karmakar

Proprietor

**FIRST SCHEDULE PROPERTY/SAID PROPERTY/SAID FLAT, AS IS
FOLLOWS :**

- 5.1.1.1 **Absolute Ownership of Ram Kumar Dubey under Deed No. 08228 for the year 2011:** One Ram Kumar Dubey, son of Late Bijay Shanker Dubey, was the absolute owner of land measuring 5 (Five) Cottahs 1 (One) Chittacks 27 (Twenty Seven) sq.ft. more or less, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, lying and situated at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 1027, situated at Swamiji Pally, P.S. Rajarhat Rajarhat Gopalpur Municipality, in A.D.S.R.O. Bidhannagar (Salt Lake City), in the District North 24 Parganas, by purchasing the same from one (1) Kewala Shankar Sharma, (2) Gulab Chand Sharma, (3) Anar Devi Sharma, (4) Bidya Dhar Sharma & (5) Murlidhar Sharma, by the strength of a Registered Deed of Conveyance, registered on 19.07.2011, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City), and recorded in Book No. I, CD Volume No. 15, Pages from 10021 to 10034, being Deed No. 08228 for the year 2011.
- 5.1.1.2 **Sale by Ram Kumar Dubey under Deed No. 152315691 for the year 2023 to one Sridam Karmakar :** While in absolute possession and absolute ownership over the aforesaid plot of land, the said Ram Kumar Dubey, sold, transferred and conveyed the aforesaid demarcated plot of Bastu vacant land measuring 5 (Five) Cottahs 1 (One) Chittack 27 (Twenty Seven) sq.ft. more or less, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, lying and situated at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 1027, situated at Swamijee Pally Road, P.S. formerly Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), in Ward No. 15, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, to one Sridam Karmakar, son of Late Saroj Karmakar, by the strength of a Registered Deed of Conveyance, registered on 11.10.23, registered in the office of the A.D.S.R. Rajarhat New Town, and recorded in Book No. I, Volume No. 1523-2023, Pages 532863 to 532886, being Deed No. 152315691 for the year 2023.

5.1.1.1.3

Absolute Ownership of Ram Kumar Dubey under Deed No. 08229 for the year 2011: The said Ram Kumar Dubey, son of Late Bijay Shanker Dubey, was also the absolute owner of land measuring 4 (Four) Cottahs 11 (Eleven) Chittacks 33.6 (Thirty Three Point Six) sq.ft. more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under C.S. Khatian No. 723, R.S. Khatian No. 1021, L.R. Khatian No. 3418, lying and situated at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 1027, situated at Swamiji Pally, P.S. Rajarhat Rajarhat Gopalpur Municipality, in A.D.S.R.O. Bidhannagar (Salt Lake City). In the District North 24 Parganas, by purchasing the same from one (1) Kewala Shankar Sharma, (2) Gulab Chand Sharma, (3) Anar Devi Sharma, (4) Bidya Dhar Sharma & (5) Murlidhar Sharma, by the strength of a Registered Deed of Conveyance, registered on 19.07.2011, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City), and recorded in Book No. I, CD Volume No. 15, Pages from 10035 to 10047, being Deed No. 08229 for the year 2011.

5.1.1.1.4

Sale by the said Ram Kumar Dubey under Deed No. 152315692 for the year 2023 to the said Sridam Karmakar : While in absolute possession and absolute ownership over the aforesaid plot of land, the said Ram Kumar Dubey, sold, transferred and conveyed the aforesaid demarcated plot of Bastu vacant land measuring 4 (Four) Cottahs 11 (Eleven) Chittacks 33.6 (Thirty Three Point Six) sq.ft. more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under C.S. Khatian No. 1503, 723, R.S. Khatian No. 1021, L.R. Khatian No. 3418, situated at Swamijee Pally Road, P.S. formerly Rajarhat now Baguati, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), in Ward No. 15, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, to one Sridam Karmakar, son of Late Saroj Karmakar, by the strength of a Registered Deed of Conveyance, registered on 11.10.23, registered in the office of the A.D.S.R. Rajarhat New Town, and recorded in Book No. I, Volume No. 1523-2023, Pages 532887 to 532910, being Deed No. 152315692 for the year 2023.

5.1.1.1.5

Absolute Ownership of Sridam Karmakar under Deed Nos. (1) 152315691 for the year 2023 & (2) 152315692 for the year 2023 : Thus on the basis of the aforementioned Registered Two Deeds of

Conveyance, bearing Deeds No. (1) 152315691 & (2) 152315692 for the year 2023, the said Sridam Karmakar, Owner herein, became the absolute owner of the aforesaid demarcated plot of Bastu land measuring 9 (Nine) Cottahs 13 (Thirteen) Chittack 15.6 (Fifteen Point Six) sq.ft. be the same a little more or less including structure standing thereon, lying and situate at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1478, R.S. Dag Nos. 1526 & 1529 L.R. Dag No. 1073, under C.S. Khatian No. 723, R.S. Khatian No. 1021, L.R. Khatian Nos. 3417 & 3418, situated at Swamijee Pally Road, P.S. formerly Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), in Ward No. 15, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas and morefully described in the First Schedule hereunder written.

5.1.1.6 **Record by Sridam Karmakar :** While in absolute possession and absolute ownership over the aforesaid property, the said Sridam Karmakar, Owner herein, duly recorded and mutated his name in the record of L.R. Settlement, under L.R. Khatian No.

5.1.1.7 **Sanction of Building Plan :** While in absolute possession and absolute ownership over the aforesaid property, the said Sridam Karmakar, Owner herein, also sanctioned a building plan from the concerned Bidhannagar Municipal Corporation, vide Sanctioned Building Plan No. dated

5.1.2 **CONSTRUCTION OF BUILDING & FORMATION OF PROPRIETORSHIP FIRM :**

5.1.2.1 **Construction of Building :** In accordance with the said sanctioned building plan, the said Sridam Karmakar, Landowner/Developer herein, constructed and completing a multi storied building namely **"NEELKANTHA ABASAN"** on the said plot of land, and the said plot of land is morefully described in the First Schedule hereunder written.

5.1.2.2 **Formation of Proprietorship Concern :** The said Sridam Karmakar incorporated a Proprietorship concern under the name and style of

'Karmakar Engineering Works' under which banner the total development process of the project will be carried on.

5.1.3 DESIRE OF PURCHASE & ACCEPTANCE :

5.1.3.1 **Desire of Purchasers for purchasing a Flat from the said Sridam Karmakar, Proprietor of Karmakar Engineering Works, Owner/Developer herein :** The Purchasers herein perused and inspected Title Deed, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the said Sridam Karmakar, Proprietor of Karmakar Engineering Works, Landowner/Vendor/Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '...',** on the **..... Floor,** **..... Side,** measuring **..... Square Feet be the same a little more or less of Super Built Up area,** lying and situate in the said building namely **"NEELKANTHA ABASAN"**, situate at Premises No. FD-5, Vidyasagar Pally (Jyangra), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat lying in the said building **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY].**

5.1.3.2 **Acceptance by Landowner/Vendor/Developer :** The said Sridam Karmakar, Proprietor of M/s. Karmakar Engineering Works, Landowner/Vendor/Developer herein, accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.3.3 **Consideration :** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees** **) only,** and subsequently the Purchasers herein already paid the same to the said Sridam Karmakar, Proprietor of M/s. Karmakar Engineering

with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said flat is attached herewith and hereinafter the purchasers shall possess the said property free from all encumbrances with absolute right to transfer the said property.

- 8.1.1 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Landowner/Vendor/Developer herein, receipts of which the Landowner/Vendor/Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

- 9.1 **Salient Terms** : The transfer being effected by this Conveyance is :

9.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute** : Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **Subject to** : The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification** : Indemnification by the Landowner/Vendor/Developer about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor/Developer about the correctness of his title and the representation and authority to sell, which if found defective or untrue at any time, the

- 6.1.2 **Right, Power and Authority to Sell :** The Landowner/Vendor/Developer has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues :** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor/Developer herein.
- 6.1.4 **No Mortgage :** No mortgage or charge has been created by the Landowner/Vendor/Developer in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee :** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor/Developer from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchasers herein have approached to the Landowner/Vendor/Developer herein and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat from the Landowner/Vendor/Developer herein, and in this regard, an Agreement for Sale has already been executed in between the parties in respect of the said flat/said property.

8. **TRANSFER :**

- 8.1 **Hereby Made :** The Landowner/Vendor/Developer hereby sell, convey and transfer the Purchasers the entirety of his right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together

Works, Landowner/Vendor/Developer herein, as per memo attached herewith.

5.1.4 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.4.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.4.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor/Developer represents, warrants and covenants regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowner/Vendor/Developer has not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the present building is lying and declares that the Said Flat is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowner/Vendor/Developer has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

Landowner/Vendor/Developer shall at cost of the Purchasers, forthwith take all necessary steps to remove and/or rectify.

9.2.2

Transfer of Property Act : All obligations and duties of Landowner/Vendor/Developer and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3

Delivery of Possession : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor/Developer to the Purchasers, which the Purchasers admit, acknowledge and accept.

9.2.4

Outgoings : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor/Developer with regard to which the Landowner/Vendor/Developer hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

9.2.5

Holding Possession : The Landowner/Vendor/Developer hereby covenants that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor/Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor/Developer.

9.2.6

No Objection to Mutation : The Landowner/Vendor/Developer declares that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor/Developer undertakes to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name

of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7

Further Acts : The Landowner/Vendor/Developer hereby covenants that the Landowner/Vendor/Developer or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Vacant Bastu land measuring 9 (Nine) Cottahs 13 (Thirteen) Chittack 15.6 (Fifteen Point Six) sq.ft. be the same a little more or less including structure standing thereon, lying and situate at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1478, R.S. Dag Nos. 1526 & 1529 L.R. Dag No. 1073, under C.S. Khatian No. 723, R.S. Khatian No. 1021, L.R. Khatian Nos. 3417 & 3418, situated at Swamijee Pally (Jyangra) Road, P.S. formerly Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), in Ward No. 15, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH	:	R.S. Dag No. 1529 and Gangotri Tower.
ON THE SOUTH	:	Other's Land
ON THE EAST	:	Road
ON THE WEST	:	Gangotri Tower.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property/Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **..... Floor, Side,**

measuring (.....) **Square Feet be the same a little more or less of Super Built Up area**, consisting Bed Rooms, Drawing-cum-Dining, Open Kitchen, Toilets & Balcony, lying and situate in the said building namely **"NEELKANTHA ABASAN"**, situate at Swamijee Pally Road (Jyangra), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water tanks on the roof of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.

not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating their names as owners of the said flat in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendor/developer derives from his title save and except that of demolishing or committing waste in respect of the flat described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said flat hereby purchased.

Obligations :

The purchasers shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The purchasers shall not make any additions and alterations in the said flat, whereby the main building may get damaged, but the purchasers shall be entitled to erect wooden partition in the flat for the purpose of their family requirement.

The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.

9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does

- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Elevators and allied machinery in the Said Building.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including

Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts her/his remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

M/s. Karmakar Engineering Works

Sridam Karmakar

Proprietor

Sridam Karmakar

Proprietor of

Karmakar Engineering Works

Landowner/Vendor/Developer

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Purchasers

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs..... (Rupees) only** towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written together with the proportionate share of land mentioned in the First Schedule hereinbefore written, as per money receipts given to the purchasers.

<u>Transfer/Cheque/Draft No.</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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TOTAL :

Rs.....

Witnesses :-

- 1.
- 2.

M/s. Karmakar Engineering Works
Sridam Karmakar
Proprietor

Sridam Karmakar
Proprietor of
Karmakar Engineering Works
Landowner/Vendor/Developer