

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the _____ day of _____, Two Thousand and **Twenty** (.....)

BETWEEN

(1)SRI PRASENJIT GHOSH, (PAN - ATDPG9436G), son of Late Subir Ghosh, by faith - Hindu, by Occupation – Business, by Nationality - Indian, residing at 34, Garfa North Lake Road, P.O. Santoshpur, Kolkata – 700075, District – South 24 Parganas, hereinafter jointly called and referred to as the "**OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir/ heirs, executor/ executors, assign/assigns administrator/administrators and representative /representatives) of the **FIRST PART**.

AND

“CREATIVE”, a Proprietorship Firm, having its registered office at 142, Purbachal Kalitala Road, P.O. Haltu, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata - 700 078, District South 24-Parganas, represented by its Sole Proprietor **SRI LAKSMAN BAPARI**, (PAN - AOOPB8140E), son of Sri Lal Mohan Bapari, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/53, Bhagabanpur, P.O. Uchhepota, presently P.S. Narendrapur, (formerly P.S. Sonarpur), Kolkata - 700 150, District - South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **SECOND PART.**

AND

CREATIVE
Laksman D. Pan.
Proprietor

..... hereinafter jointly called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**;

WHEREAS by virtue of a registered Deed of Sale dated 19.07.2000, registered at D.S.R. III, Alipore South 24 Parganas and recorded into Book No.1, Volume No.80, at Pages 413 to 428, Deed No.2967 for the year 2000, the Land Owner herein purchased one plot of land measuring an area of **03 (Three) Cottahs 10 (ten) Sq.ft** situated in **Mouza Nayabad, J.L. No.25, comprising in R.S. Dag No.88, under R.S. Khatian No.101**, within P.S. Panchasayar, Kolkata - 700 099 from the previous Land Owner namely Smt. Bharati Roy, wife of Sri Aninda Lal Roy, residing at 4/D, Nasiruddin Road, Kolkata -700017 and the said Smt. Bharati Roy, purchased the above mentioned plot of land by virtue of a registered Deed of Sale dated 08.08.1989, registered at District Sub-Registrar Alipore South 24 Parganas and recorded into Book No.1, Deed No.12392 for the year 1989, from the then Owner/Vendor namely The Jadavpur Co-Operative Land and Housing Society Limited registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032.

AND WHEREAS after purchase the present **OWNER/VENDOR** mutated his name in the record of The Kolkata Municipal Corporation known as KMC Premises No.2457, Nayabad, within the **KMC Ward No.109, Assessee No.31-109-08-2468-9**, P.S. Panchasayar, Kolkata-700099.

AND WHEREAS the present **OWNER** is now the absolute Owner and is seized and possessed of all that land measuring an area of 03 (Three) Cottahs 10 (ten) Sq.ft situated in **Mouza-Nayabad, J.L. No.25, comprising in R.S. Dag No.88, under R.S. Khatian No.101**, known as KMC Premises No.2457, Nayabad, within the KMC Ward No.109, **Assessee No.31-109-08-2468-9**, P.S. Panchasayar, Kolkata 700099 and the said land has been more fully described in the SCHEDULE "A" hereunder written and the OWNER has no any fund to erect the proposed building and the present OWNER is still in possession and has been enjoying his absolute ownership and possession of the said land and free from all encumbrances and the present OWNER is the Owner of the land and property as described in the **SCHEDULE-'A'** below, hereinafter called the said property.

AND WHEREAS the present **OWNER** is very much desirous to construct a multi-storied building with lift facility on the said land as mentioned above. Upon knowledge of such desire of the **OWNER** the **DEVELOPER** has approached the **OWNER** for development of the said property which the **OWNER** has agreed to do so as per the terms and conditions mentioned hereinafter.

AND WHEREAS when the **DEVELOPER** herein had been erecting the said building in the said **Premises No. 2457, Nayabad, Ward No. 109 under KMC, P.O. & P.S.- Panchasayar, Kolkata- 700094, District- South 24 PGS**, the Parties of the **SECOND PART/PURCHASERS**, having their desire to purchase one residential **Flat No.....** situated on the**floor** **side** of the building measuring carpet area of the Flat is **Sq.ft** and the **Balcony area of the Flat is** **Sq.ft.** i.e. total carpet area of the Flat including Balcony is**Sq.ft.** corresponding to **super built up area of the Flat is****Sq.ft.** more or less togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building measuring an area of _____ (_____) **Sq.ft.** more or less has approached the said **DEVELOPER** as well as the **VENDOR** as shown in the Floor Plan and constructed by the **DEVELOPER** which is morefully and particularly described in the **SCHEDULE "B"** hereunder written.

AND WHEREAS the **DEVELOPER** agreed to sell and convey the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on **Premises No. 2457, Nayabad, Ward No. 109 under KMC, P.O. & P.S.- Panchasayar, Kolkata- 700094, District- South 24 PGS**, togetherwith undivided proportionate share of land and also together with all common rights and facilities as described in the **SCHEDULE "A", "B" and "C"** herein below and the consideration of the said flat alongwith one Car Parking Space is **Rs...../- (Rupees)** only free from all encumbrances, charges, lien and liabilities etc. payable to the **DEVELOPER** as the said Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the **DEVELOPER** alongwith the **VENDORS** has entered into an Agreement for Sale with the **PURCHASERS** and the **DEVELOPER** has agreed to hand over by way of Sale the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building constructed as per specification of the **PURCHASERS** herein and the sold properties i.e. **ALL THAT** the **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building as described in the **SCHEDULE 'B'**

hereunder written together with right of use all common user, amenities, facilities and common services and also togetherwith undivided proportionate share of said land as morefully described in the SCHEDULE 'A' and 'C' and the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building have been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said Flat and Car parking Space for a total consideration price of **Rs...../- (Rupees)** **only** payable to DEVELOPER as the sold Flat and Car Parking Space are of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs...../- (Rupees)** **only** of which the entire consideration money against the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building alongwith the proportionate share of land which morefully described in the SCHEDULE 'B' below for a total sum of **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** to the **DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** the receipt whereof the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **DEVELOPER and also the VENDOR** as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said **PURCHASERS** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building situated at Premises No. 2457, Nayabad, Ward No. 109 under KMC, P.O. & P.S.- Panchasayar, Kolkata- 700094, District- South 24 PGS., together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder written. **AND TO HAVE AND TO HOLD** the said flat and Car Parking Space togetherwith undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said

building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances whatsoever unto the said **PURCHASERS** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER AND THE PURCHASERS as follows :-

1. That the **VENDOR** has good rightful power and absolute authorities, indefeasible title to grant, sell, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building togetherwith common stair-case and other common portions parts and open spaces, paths and passages and undivided proportionate share of land in the said building as described in the SCHEDULE "B" hereunder written.

2. It shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building along with right of use all common open places and other services of the building with stair-cases and other common parts and passage in the said building and every part thereof morefully described in the SCHEDULE "B" and "C" hereunder written and to receive the rents, issues and profits thereof and have full power, absolute right and authority to sell, transfer, mortgage, lease dispose of the said flat and Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by the **THE DEVELOPER** or any person or persons claiming through under or in the trust for them.

3. The **DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make do acknowledge, execute and perfect all such further and

other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said undivided proportionate share of land pertaining the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building and also togetherwith other common open parts and services, paths and passages respectively and Premises No. 2457, Nayabad, Ward No. 109 under KMC, P.O. & P.S.- Panchasayar, Kolkata- 700094, District- South 24 PGS., unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required.

4. The **PURCHASERS** shall be entitled to all rights privilege vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building.

5. The **PURCHASERS** shall be entitled to the right of access in common with the **DEVELOPER** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.

6. The **PURCHASERS** and their agent and nominee shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.

7. The **PURCHASERS** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building and also together with undivided proportionate share of land alongwith common rights as mentioned herein.

8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to the said Flat through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.

9. The **PURCHASERS** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said Flat.

10. So long as the said **Flat No.....** situated on the**floor** **side** of the building together with one **Car Parking Space No..... situated on the Ground Floor** of the building alongwith all common rights and common expenses as described in the SCHEDULE "B", "C" and "D" hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS'** said flat alongwith said Car Parking Space.

11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said flat and Car Parking Space proportionately as may be imposed by The Kolkata Municipal Corporation, and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.

12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the SCHEDULE 'D' hereunder written.

13. The **PURCHASERS** shall maintain the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building at their own cost in the same good condition (reasonable wear and tear excepted state and order) in which it is being possessed and to maintain regulations of the government both Central and State, The Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.

14. The said **PURCHASERS** shall maintain their said flat, inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.

15. That the said **PURCHASERS** shall not make any such further construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.

16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flat for electricity power or gas connection

to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with his said flat. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their said flat for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.

17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said flat and Car Parking Space and/or their possession and or to assign or to let out full or part with their interest possession benefit of their said flat togetherwith said Car Parking Space or any part thereof.

18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners.

19. The **PURCHASERS** shall not use or caused to be used the said flat in such manner which may likely to cause nuisance or annoyance to the occupants of the other flats of the said building nor shall use the same for any illegal nor immoral purposes.

20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.

21. The **PURCHASERS** shall have no right title or interest in any other flat except Schedule – B Flat and open common land, if any of the said premises. The **PURCHASERS** hereby declares that they shall not raise any objection if the **DEVELOPER** sells the other Car Parking Space to any outsider of the building. Each owner of the Car Parking including the **PURCHASERS** herein shall use and enjoy their demarcated Car Parking Space on mutual understanding during egress and ingress of the Car without raising any objection and obstruction to other.

22. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by all the Flat Owners of the building only to the extent of the said flat which will be applicable to all the flat Owners and also Car Parking Space Owners. The **PURCHASERS** hereby declares and confirms that they have already received the peaceful physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area of the said Flat and Car Parking Space and construction of the said building and he is also satisfied with the title of the property.

THE SCHEDULE – A ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)

ALL THAT the piece and parcel of a plot of presently homestead land measuring net land area of **3 (Three) Cottahs 10 (Ten) Sq.ft.** more or less whereon a new Multi-storied building with lift facility shall be erected as per sanctioned building plan vide building Permit No. 2024120347 dated 12.12.2024 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII and the said land and property is situated in lying and situated at **Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 88, under R.S. Khatian No. 101**, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No. 2457, Nayabad, being Assessee No.31-109-08-2468-9, presently Kolkata – 700094, (formerly Kolkata – 700099), District - South 24-Parganas** and it is butted and bounded by :-

ON THE NORTH : Plot No.350 ;
ON THE SOUTH : Plot No.352;
ON THE EAST : Land of others ;
ON THE WEST : 40'- 0" wide KMC Road.

SCHEDULE 'B' ABOVE REFERRED TO
(DESCRIPTION OF THE APARTMENT AND COVERED PARKING)

ALL THAT piece and parcel of one residential **Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ Square Feet excluded from total carpet area) aggregating to **net carpet area** of ____ **Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total Super built up/Saleable area of ____ **Square Feet** more or less on the ____ Floor, ____ side of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. __ on the Ground Floor of the said building measuring an area of 120 (One hundred and Twenty) Sq.ft. more or less at “____” and also together with proportionate undivided share of land measuring an area of **3 (Three) Cottahs 10 (Ten) Sq.ft.** more or less lying and situated at **Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 88,**

under R.S. Khatian No. 101, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as **K.M.C. Premises No. 2457, Nayabad, being Assessee No.31-109-08-2468-9, presently Kolkata – 700094, (formerly Kolkata – 700099), District - South 24-Parganas** as described in the **SCHEDULE “A”** above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

SCHEDULE - 'C'

ABOVE REFERRED TO (COMMON RIGHTS AND FACILITIES)

Stair-case, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and mummy roof, stair, main gate and common toilet on Ground Floor of the proposed building and care taker room on Ground Floor of the proposed building, pump room, and land of the Premises pump and motor, septic tank, water reservoir and water tank.

SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT

All Civil Work as per I.S.I. standard.

1. Entire Floor and kitchen Vitrified tiles finish inside of flat and toilet flooring with anti-skid tiles finish.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminium sliding windows.
5. Wall putty in wall.
6. Weather coat paints in outside wall.
7. Synthetic enamel paint in doors & windows grill.
8. Colour glazed tiles in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
9. Black Granite on kitchen platform.

10. Stainless steel sink in kitchen.
11. Concealed electrical (Wire : Finolex/Havells) & water supply line (Supreme/Finolex/. Oriplast/any other brand).
12. Verandah railing up to window seal height.
13. White commode, pan, and basin of Hindware/Parryware.
14. Main door one side door screen finishes with necessary fittings (without lock) and one Godrej Cylindrical lock for each bed room door
15. Roof treatment shall be done by painting of sika latex or equivalent compound and thereafter roof tiles shall be fixed up.
16. Plumbing fittings of Essco/ Hindware/Parryware /make.
17. Boundary walls shall be 5'-0" high from Ground level with. Sheet Gate for easy access.
18. Lift must be operated at the time of possession of the flat.

[Developer shall use the ISI brand cement and Steel]

ELECTRICAL SPECIFICATION OF FLAT

1. Bed Room - 2 Light points, 1 Fan point, 1 Plug point.
2. Drawing/Dining - 2 Light points, 1/2 Fan point, 1 Plug point, 1 Cable point, 1 fridge point (15 amp.), 1 Calling Bell point.
3. Kitchen - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point.
4. Toilet - 1 Light point, 1 Greaser point, 1 Exhaust Fan point.
5. W.C. - 1 Light point, 1 Exhaust Fan point.
6. Verandah - 1 Light Point AND 1 Washing Machine Point.
7. Flat wise separate Main Switch, M.C.B and one A.C. Point in master bedroom.

It is noted that if any extra work is done out of the said specification by the Purchasers, for such extra work, the Purchasers shall pay the necessary cost to the Promoter/Developer.

SCHEDULE 'E' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Lift of the building and Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space and vacant roof for the purpose of services.
8. Electricity service and electricity main line wirings and common and electric meter space and lighting.
9. Drainages and sewerages and drive way.
10. Boundary walls and main gate and parapet wall on the Fourth Floor roof.
11. Such other common parts, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
12. Vacant space of the ground floor and Caretakers room and toilet, if any.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

SCHEDULE – ‘F’ ABOVE REFERRED TO
(RESTRICTIONS)

1. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
2. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
3. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
4. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the building.
5. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
6. 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 constructions of the building or any part thereof.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
8. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
9. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Owner.
10. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and

the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.

11. Not to install any generator without permission in writing of the Owner.

12. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

13. If we get to the permission to extend the existing building structure from G+III to G+IV then the development work will be carried out by the developers only no other party shall undertake the construction, if require extend any construction works then take 1/3rd NOC from the Buyers as per WBRERA rules.

THE SCHEDULE "G" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.

3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

5. Paying such workers as may be necessary in connection with the upkeep of the property.

6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.

18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

IN WITNESS WHEREOF the Parties hereto put their respective hand and seal this indenture here at Kolkata on the day, month and year first above written.

W I T N E S S:

1.

As lawful Constituted Attorney of Sri
Prasenjit Ghosh, the Owner/Vendor herein.

—

SIGNATURE OF THE FIRST PART/
OWNER/VENDOR

2.

1.

2.

SIGNATURE OF THE SECOND PART/
ALLOTTEES/PURCHASERS

SIGNATURE OF THE PROMOTER/

DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (Rupees _____) only as earnest or part consideration sum out of total consideration price of **Rs.** _____ /- (**Rupees** _____) **only** from the within mentioned **PURCHASERS** against the within mentioned **Apartment/Flat/Unit No.** ____ on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No.** ____ on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 2457, Nayabad, within Ward No. 109, Kolkata - 700 094,** District – South 24-Parganas, in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Amount (Rs.)
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TOTAL : Rs.

(Total Rupees _____)

WITNESS :

1.

CREATIVE
Lakshman B. Panigrahi
Proprietor

SIGNATURE OF THE SECOND PART/
PROMOTER/DEVELOPER

2.