

### **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this ..... day of ..... in the year of Two Thousand and Twenty-Four (**2024**).

### **BETWEEN**

**MATA REALTY & INFRACON (PAN : ABIFM2165M), (DOI- .....),** a Partnership firm incorporated under the Partnership Act, 1932, having its office at 31/2, Sahapur Colony, Plot No. 115, New Alipore, Kolkata-700 053, Post Office & Police Station - New Alipore, duly represented by its power of attorney holder **M/s AARIFA REALTY LLP (PAN NO. ABZFA0091R), (DOI- .....),** a limited liability Partnership Firm incorporated under the provisions of the Limited

Liability Partnership Act, 2008, having its office at 3, Royd Lane, Kolkata 700016, Police Station & Post Office Park Street, West Bengal, represented by its designated partner namely **MOHAMAD KAMAL ASHRAF**, (PAN: AIFPA3630H), (Aadhar No. 8542 4231 4855), (DOB- .....), son of Haji Md. Samsuddin, by Nationality Indian, by Faith Islam, by Occupation Business, residing at 36, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, West Bengal,, hereinafter referred to as the “**OWNER**” (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **FIRST PART**.

**AND**

**M/S AARIFA REALTY LLP (PAN NO. ABZFA0091R), (DOI- .....),** a limited liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 3, Royd Lane, Kolkata 700016, Police Station & Post Office Park Street, West Bengal, represented by its designated partner namely **MOHAMAD KAMAL ASHRAF**, (PAN: AIFPA3630H), (Aadhar No. 8542 4231 4855), (DOB- .....), son of Haji Md. Samsuddin, by Nationality Indian, by Faith Islam, by Occupation Business, residing at 36, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, West Bengal, hereinafter referred to as the “**PROMOTER**” (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) of the **SECOND PART**.

**AND**

(1) **MR. .... (PAN: ..... ) (Aadhar .....), (DOB- .....), ..... of ..... and (2) ..... (PAN: ..... ) (Aadhar .....), (DOB- .....), .....of ....., both by faith Hindu, by Nationality Indian, both by occupation ..... & ..... respectively, both residing at....., Post Office ....., Police Station ....., District – ....., Pin- ....., hereinafter jointly referred to as the “**PURCHASER/S**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns etc.) of the **THIRD PART**.**

The Owner/Promoter and the Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. Originally one Kapil Chandra Ghosh were the owner of land together with 17 feet width common passage comprising in Mouza Syeadpur, J.L. No. 112 formally J.L. No. 12, Re. Se. No 193, Touzi No. 31, R.S Dag No. 51, 52 and others under Khatian No 320, Police Station Thakurpukur, by a registered Deed of Partition dated 04.04.1937 registered on 04.06.1937 registered before the Sub Registrar Behala and recorded in Book No. I, Volume No. 15, Pages 181 to 195, Being no. 1069 for the year 1937.
- B. Said Kapil Chandra Ghosh during his lifetime executed a registered Deed of Settlement dated 24.02.1976 registered on 30.04.1976, registered before the Sub Registrar Behala, recorded in Book No. - I, Volume 23, Pages 192 to 203, Being No 1153 for the year 1976, bequeath all his property described in the said Deed of Settlement unto and in favour of his sons namely Dilip Kumar Ghosh, Samir Kumar Ghosh, Avoy Kumar Ghosh, Amar Kumar Ghosh and Dharendra Nath Ghosh.
- C. Said Dilip Kumar Ghosh, Samir Kumar Ghosh, Avoy Kumar Ghosh, Amar Kumar Ghosh and Dharendra Nath Ghosh by a registered deed of Conveyance dated 11.09.1998 which was registered before the Additional District Sub Registrar Behala, 24 Parganas (S) and recorded in Book No. I, Volume No. 37, Pages 319 to 333, Being No. 1344, for the year 1999, sold, conveyed and transferred **All That** the land admeasuring 11 Cottahs, 2 Chittacks and 37 Sq. Ft. Together With 17 feet common passage situate lying at Mouza Syeadpur J.L. No 112 formally J.L. No. 12, Re. Se. No 193, Touzi No 31, (10 Cottahs, 5 Chittacks and 37 Sq. Ft, land in R.S. /L.R. Dag No. 52 and 13 Chittacks land in R.S./L.R. Dag No. 51), under Khatian No 320, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur formerly Thakurpukur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District South 24 Parganas (the “**Said Land**” more particularly described in **Schedule-"A"** hereunder written) together with structure thereon unto and in favour of **APARNA MECHANICALS PRIVATE LTD.**
- D. The said **APARNA MECHANICALS PRIVATE LTD** mutated its name in respect of the **Said Land** in the records of the concern B.L. & L.R.O. and obtained L.R. Khatian No. 2011 and also in the records of the Kolkata Municipal Corporation and obtained an **Asseessee No. 411220814481** and paying tax regularly.
- E. By a registered deed of Conveyance dated 11.04.2018 which was registered before the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2018, Pages 106214 to 106249, Being No. 190102604, for the year 2018, said **APARNA MECHANICALS PRIVATE LTD** sold, conveyed and transferred **All That** the **Said Land** together with

structure thereon unto and in favour of the **MATA REALTY & INFRACON (the Owner herein)** for the consideration mentioned therein.

- F.** The **Owner** mutated its name in the record of the concern B.L. & L.R.O. in respect of the above **Said Land** and obtained L.R. Khatian No. 2055 under R.S./L.R. Dag Nos. 51 and 52 and also mutated its name in the records of the Kolkata Municipal Corporation under Asseessee No. 411220814481, in respect of the **Said Land**.
- G.** The **Owner** had entered into the Registered Development Agreement dated 3<sup>rd</sup> April, 2019, registered before the D.S.R- II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602-2019, Pages from 98531 to 98582, Being No. 160202739 for the year 2019, in respect of the Said Land more fully described in the Schedule-A here under written with M/s SHRIVRIDHI CONSTRUCTION, a partnership firm for commercial exploitation of the said Land.
- H.** The **Owner** had also executed a Registered Power of Attorney dated 29<sup>th</sup> June, 2022, in favour of M/s SHRIVRIDHI CONSTRUCTION authorized to carry on development work in the said Land, which was registered before the D.S.R- II, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2022, Pages from 298654 to 298668, Being No. 160208540 for the year 2022.
- I.** The **Owner** and said M/s SHRIVRIDHI CONSTRUCTION executed a Registered Supplementary Development Agreement dated 29<sup>th</sup> June, 2022, Registered before the D.S.R- II, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2022, Pages from 298634 to 298653, Being No. 160208525 for the year 2022, in respect of the said Land.
- J.** Due to unavoidable circumstances the said M/s SHRIVREDHI CONSTRUCTION could not complete the construction on the said Land and hence no longer interested to develop the said Land and decided to cancel the above said Development Agreement dated 3<sup>rd</sup> April, 2019, the Supplementary Development Agreement dated 29<sup>th</sup> June, 2022 and the Power of Attorney dated 29<sup>th</sup> June, 2022 and for such purpose the **Owner** and said M/s SHRIVRIDHI CONSTRUCTION executed a registered deed of cancellation of Development Agreement dated 15<sup>th</sup> December, 2023, registered before D.S.R -II, South 24 Parganas and recorded in Book- I, Volume No. 1602-2023, Pages From 633757 to 633774, Being No- 106217655 for the year 2023 and have also cancelled above said the Power of Attorney dated 29<sup>th</sup> June, 2022 by a registered deed of cancellation of Power of Attorney dated 15<sup>th</sup> December, 2023, registered before D.S.R - II, South 24 Parganas and recorded in Book-IV, Volume No- 1602-2023, Pages From 4996 to 5008, Being No- 160200317 for the year 2023.

- K.** After cancellation of the above said Development Agreement, the Supplementary Development Agreement and Power of Attorney, the **Owner** entered into a new Registered Development Agreement dated 16<sup>th</sup> May, 2024, Registered before the D.S.R- II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602-2024, Pages from 226482 to 226513, Being No. 160207044 for the year 2024, (the "**Development Agreement**") in respect of the **said Land** more fully described in the **Schedule-A** here under written with the **M/S AARIFA REALTY LLP** the **Promoter** herein.
- L.** The **Owner** also executed a Registered Power of Attorney dated 16<sup>th</sup> May, 2024, in favour of **M/s AARIFA REALTY LLP** the **Promoter** herein, authorized to carry on development work in the said Land, which was registered before the D.S.R- II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602-2024, Pages from 225543 to 225555, Being No. 160207056 for the year 2024, (**the Said Power of Attorney**).
- M.** The Owner has obtained building Sanction Plan bearing Building Permit No. 2022130282 dated 03/02/2023 from the Kolkata Municipal Corporation (**said Sanction Plan**) in respect of the above **Said Land**.
- N.** The **Promoter** has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on ..... under **Registration No.** .....
- O.** That as per the said Development Agreement **Promoter** has constructed and completed the **G+ .....** storied building in the **Said Land** after demolishing the existing structure, as per said Sanction Plan vide Building Permit No. 2022130282 dated 03/02/2023 and the said building shall be known as "**.....**" ("Project").
- P.** The Purchaser/s had applied for an Apartment in the Project and has been allotted **Apartment No.** ..... having **Carpet Area** of ..... **Square Feet**, (corresponding built up area of ..... **Square Feet**), on the ..... **Floor**, in building, along with ..... **nos. of Open/Covered Car Parking Space Being No.** ..... (measuring **135 Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written).

- Q.** By an Agreement for Sale **dated** ..... (hereinafter referred to as the “**AGREEMENT FOR SALE**”) the Owner/Promoter agreed to sell and the Purchaser/s agreed to purchase the **Apartment** for the **Total consideration of Rs. .... (Rupees ....) only** therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.
- R.** **The Owner/Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser’s full satisfaction.**
- S.** Before taking possession of the Apartment, the Purchaser/s has/have:
- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project, and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter;
  - (b) been fully satisfied about the title of the Owner/Promoter to the Said Land/Project Land, the documents relating to the title of the Said Land/Project Land, the right of the Owner/Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser/s and shall not raise any requisition about the same.
- T. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER:**
- The Owner & Promoter hereby represents and warrants to the Purchaser/s as follows:
- (i) The Owner has absolute, clear and marketable title with respect to the Project Land; the Owner/Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
  - (ii) The Owner & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There is no encumbrances upon the Project Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);
- (vi) The Owner/Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Owner/Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (viii) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (ix) The Owner/Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities).
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner/Promoter in respect of the Project Land and/or the Project.

U. In pursuance of the said Agreement for sale this Deed of Conveyance is being executed by the Owner/Promoter in favour of the Purchaser/s to give effect to

the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.

**I. NOW THIS INDENTURE WITNESSETH** as follows:

In pursuance of the said Agreement for Sale dated ..... and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs. ..../- ( Rupees ..... ) only**, the lawful money of the Union of India truly paid by the Purchaser/s to the Promoter on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Owner/Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-“B”** hereunder written and the said Owner/Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said Land more fully and particularly described in the **Schedule-“B”** hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together With right to common with other Purchasers or Owners so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Owner/Promoter into and upon the Said Apartment and Said Land, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule “B”** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-“D”** hereunder written subject to be governed by such rights and obligations as set forth in the **Schedule-“F”** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-“E”** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the Owner/Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and

installation, common expenses and Liabilities as described in the **Schedule-“C”, Schedule-“D”, Schedule-“E” and Schedule-“F”**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s **his/her/ their**, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s **his/her/ their**, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Owner/Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, **his/her/their heirs**, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Apartment** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and **his/her/their heirs**, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, **his/her/their** heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Owner/Promoter or any person or persons or any other apartment owners of the building at the Said Land.

**II. THE OWNER/PROMOTER** doth hereby covenant with the **PURCHASER/S** as follows:-

(a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Owner/Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the Said Land and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Owner/Promoter has not done or knowingly suffered anything whereby the Said Land and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.

(b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and Said Land and that

the **Said Apartment** and Said Land is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.

(c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any claims or demands hindrance interruption or disturbance from or by the Owner/Promoter or any person or persons claiming through or under or interest for the Owner/Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

(d) The Owner/Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

**SCHEDULE –‘A’**  
**[SAID LAND]**

**All That** the land admeasuring **11 (Eleven) Cottahs, 2 (Two) Chiitak and 37 (Thirty-Seven) Sq. Ft.** (10 Cottahs, 5 Chittacks and 37 Sq. Ft., Land in R.S./L.R. Dag No. 52 and 13 Chittacks Land in R.S./L.R. Dag No. 51), Together **G+.....** building constructed thereon and Together With 17 Feet wide common passage situate lying at Mouza Syeadpur, J.L. No 112 formally J.L. No. 12, Re. Se. No 193, Touzi No 31, under R.S. Khatian No 320, L.R. Khatian No. 2055, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 008, Asseessee No. 411220814481, Police Station – Haridevpur, formally Thakurpukur and Behela, within in the limits of Kolkata Municipal Corporation, Ward No. 122, District 24 Parganas (South) Together With electric and/or other installations, together also with easements and all other rights, liberties, privileges and benefits appurtenant thereto, butted and bounded as follows:

**On the North :** By property of Saraswati Roy Memorial Education Trust;

**On the South :** By Premises No. 951 Motilal Gupta Road;

**On the East :** By Premises No. 77 Motilal Gupta Road;

**On the West :** By 17 Feet Wide Common Passage;

**SCHEDULE –‘B’**  
**[APARTMENT]**

**ALL THAT** the Apartment No. .... having Carpet Area of ..... Square Feet, Balcony Area ..... Square Feet, equivalent to built built up area ..... Square Feet, on the ..... floor, in building known as “**KUTUMB**” which delineated in **RED** border on plan annexed hereto along with ..... nos. of Covered Car Parking Space (measuring **135 sq. ft.** be the same a little more or less) in the Open Space/Ground Floor of the building as permissible under the applicable law, together with pro rata undivided, indivisible and variable share of the said Land and together with pro rata undivided, indivisible and variable share in the Common Areas of the Project.

**SCHEDULE-‘C’**  
**(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)**

<b>Sl. No.</b>	<b>Description of facilities &amp; Amenities</b>
1 .	Security system comprising of CCTV,
2 .	Lights in common area,
3 .	Inter Com,
4 .	Passenger Lift,
5 .	Security hut,

**SCHEDULE-‘D’**  
**[PROJECT COMMON PORTIONS AND FACILITIES]**

<b>Sl. No.</b>	<b>Particulars</b>
1.	the entire land dedicated to the Project;
2.	the staircases, lift, and lift lobbies, and common entrances and exits of Buildings;
3.	Roof,
4.	installations of central services such as electricity, water and sanitation;
5.	the water tanks, pump, motors, fans, ducts and all apparatus connected with installations for common use;

**SCHEDULE-‘E’**  
**(COMMON EXPENSES)**

**MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New

Building and the boundary walls of the New Building.

**OPERATIONAL:** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

**STAFF :** The salaries of and all other expenses on the staff (including Office Manager, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

**ASSOCIATION :** Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Owner or any agency looking after the Common Purposes until handing over the same to the Association.

**TAXES :** Municipal and other rates, Sales Tax, GST, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

**COMMON UTILITIES :** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.

**OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association or Co-operative Society for the Common Purposes.

### **SCHEDULE-‘F’** **(RIGHTS & OBLIGATION OF THE PURCHASER/S)**

1. That the Purchaser/s shall own and enjoy the **Said Apartment** of the said building at the Said Land along with undivided proportionate share in the Said Land together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Schedule-D Above written.

2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the Apartment of the building namely "....." constructed in the Said Land written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
4. That the Purchaser/s shall not at any time carry on or suffered to carry on the apartment hereby sold and conveyed or any part thereof or the Said Apartment any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Owner/Promoter or its successors in office or to the owners and/or the occupiers of the other apartment owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Apartment or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.
5. That the Purchaser/s shall give the owner of the other apartments the necessary technical support for their apartment and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchaser/s shall has/have the right to enter into any other apartments in the said building for the purpose of affecting repair of service pipes line and portions of their apartment as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other apartments such entry into their apartments areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchaser/s shall be liable to pay directly to KMC/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Apartment towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the KMC/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Owner/Promoter and the Owner/Promoter retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the Said Land and thus

becoming owners of the several apartments in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Owner/Promoter or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local Municipal authority in respect of his/her/their apartment and proportionate share of land.

8. The Association of the Apartment owner shall be formed by the Purchaser/s herein, with other apartment owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.
9. The Purchaser/s shall has/have the full proprietary rights on the Said Apartment more fully described in the **Schedule-B** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Owner/Promoter or any other owners or owners of the apartment areas other than their own contained in the said Building.
10. The Purchaser/s undivided interest in the said soil or land and shall remain joint forever with the owners of other apartment owners of the said building and it being hereby further declare that the interest in the said soil or the Said Land is impartible.
11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other apartment owners.
12. The Purchaser/s shall not decorate the exterior portion of the Said Apartment otherwise than in the manner in writing by the committee.

**IN WITNESS WHERE OF** the parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witnesses, signing as such on the day, month and year first above written.

**EXECUTED AND DELIVERED** by the  
**OWNER** hereto at Kolkata in the presence

of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the  
**PROMOTER** hereto at Kolkata in the  
presence of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the  
**PURCHASER/S** hereto at Kolkata in the  
presence of:

Witness:

1.

2.

**Drafted by me,**  
**Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)**  
**M/s. Nishant Kr. Saraf Advocates**  
8, Old Post Office Street,  
2<sup>nd</sup> Floor, Kolkata 700 001.  
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