

## **DEED OF CONVEYANCE**

1. **Date:**

2. **Place: Kolkata**

3. **Parties:**

- 3.1 **(1) BASUKI NIRMAN LLP [LLPIN AAR-1556], [PAN-AAVFB7613D]**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act 2008, having its registered office and principal place of business at No- 9/12, Lal Bazar Street, Block B, 3<sup>rd</sup> Floor, Room No- 3099, P.S. Here Sreet, P.O. GPO, Kolkata- 700001, represented by its Designated Partner, **PAYAL AGARWAL [PAN. ALBPS1737N], [AADHAAR NO. 614340224744]**, Wife of Kapil Agarwal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at No. 110, Canal Street, 5<sup>th</sup> Floor, Lake Town, P.O. Sreebhumi, P.S. Lake Town, District- North 24 Parganas, Kolkata- 700048, West Bengal, India. **(2) PAYAL AGARWAL [PAN. ALBPS1737N], [AADHAAR NO. 614340224744]**, Wife of Kapil Agarwal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at No. 110, Canal Street, 5<sup>th</sup> Floor, Lake Town, P.O. Sreebhumi, P.S. Lake Town, District- North 24 Parganas, Kolkata- 700048, West Bengal, India. **(3) RAGINI CHOUDHARY [PAN. ABPPC3177N], [AADHAAR NO. 697237916921]**, wife of Abhay Choudhary, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 68, Jessore Road, Dimond City North, Block - 20, P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas, Kolkata- 700055, West Bengal, India. **(4) NARAYAN PRASAD KHEMKA [PAN. AOGPK3923L], [AADHAAR NO. 381954607148]**, Son of Budhi Prasad Khemka, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at No- 36A, Sahitya Prasad Street, P.O & P.S. Burtolla, District- North 24 Parganas, Kolkata- 700006, West Bengal, India.

Hereinafter called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives, and assigns) of the **FIRST PART**.

M/S STARLING CONSTRUCTION



Partner

The said **BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA**, Landowners herein, represented by their constituted attorney, **STARLING CONSTRUCTION [PAN. AEZFS5831A]**, a Partnership Firm, having its office at GC- 14/15, Narayantala West, Baguiati, P.O.- Desh Bandhu Nagar, P.S.- Baguiati, Kolkata- 700059, District - North 24 Parganas, West Bengal, India, represented by its Partners namely **(1) TAPAN NASKAR [PAN. ADBPN6092K], [AADHAAR NO. 650491746970]**, age about 55 years, son of Late Sudhakanta Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at DC- 60, Narayantala West, Baguiati, Desh Bandhu Nagar, P.O.- Deshbandhu Nagar, P.S.- Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, India, and **(2) JAYANTA CHANDRA [PAN. AENPC9982], [AADHAAR NO. 684843437393]**, Son of Rabindra Nath Chandra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at GC- 10, Narayantala West, Baguiati, Deshbandhu Nagar, P.O.- Desh Bandhu Nagar, P.S.- Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, India, Developer herein, by executing a Registered Development Power of Attorney After a Registered Development Agreement, which was registered on 01.09.2023, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, Volume No. 1504-2023, Pages 93281 to 93305, being Deed No. 150402269 for the year 2023.

**AND**

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 - .....

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives, and assigns) of the **SECOND PART**.

**AND**

3.3 **STARLING CONSTRUCTION [PAN. AEZFS5831A]**, a Partnership Firm, having its office at GC- 14/15, Narayantala West, Baguiati, P.O.- Desh Bandhu Nagar, P.S.- Baguiati, Kolkata- 700059, District - North 24 Parganas, West Bengal, India, represented by its Partners namely **(1) TAPAN NASKAR [PAN. ADBPN6092K], [AADHAAR NO.**

M/S STARLING CONSTRUCTION



Partner

**650491746970]**, age about 55 years, son of Late Sudhakanta Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at DC- 60, Narayantala West, Baguiati, Desh Bandhu Nagar, P.O.- Deshbandhu Nagar, P.S.- Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, India, and **(2) JAYANTA CHANDRA [PAN. AENPC9982], [AADHAAR NO. 684843437393]**, Son of Rabindra Nath Chandra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at GC- 10, Narayantala West, Baguiati, Deshbandhu Nagar, P.O.- Desh Bandhu Nagar, P.S.- Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, India.

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowner/Vendor, Purchaser/s and the Developer/Confirming Party 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 carpet area, , corresponding to ..... Square Feet be the same a little more or less of covered area, corresponding to ..... Square Feet be the same a little more or less of super built up area, corresponding to ..... Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Covered Parking Space No. ....., measuring ..... sq.ft. more or less, lying and situated in the building namely **“SIDDHI APARTMENT”**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

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

**5.1 Representations and Warranties Regarding Title:** The Landowners/Vendors and the Developer/Confirming Party have made the

following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1 .....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT EXECUTED IN BETWEEN THE SAID BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA, LANDOWNERS HEREIN AND STARLING CONSTRUCTION, DEVELOPER HEREIN:**

5.1.2.1 The said **BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, NARAYAN PRASAD KHEMKA**, landowner herein, entered into a Registered Development Agreement with **STARLING CONSTRUCTION**, developer herein in respect of her total plot of land mentioned therein. The said Development Agreement was registered on 01.09.2023, registered in the office of the A.D.S.R. Bidhan Nagar and recorded in Book No. I, Volume No. 1504-2023, Pages 93220 to 93255, being Deed No. 150402265 for the year 2023.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE SAID BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA LANDOWNERS HEREIN AND THE SAID STARLING CONSTRUCTION, DEVELOPER HEREIN:**

5.1.3.1 The said **BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA**, landowner herein, executed a Registered Power of Attorney, appointing the said **STARLING CONSTRUCTION**, as his constituted attorney. The said Power of Attorney was registered on 01.09.2023, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, Volume No. 1504-2023, Pages 93281 to 93305, being Deed No. 150402269 for the year 2023.

5.1.4 **SANCTION OF BUILDING PLAN :**

5.1.4.1 **Sanction of Building Plan:** The said **BASUKI NIRMAN LLP, PAYAL AGARWAL, RAGINI CHOUDHARY, & NARAYAN PRASAD KHEMKA**, landowner herein, sanctioned a building plan on the said plot of land, from the concerned authority, vide **Building Permit No. SWS-OBPAS/2109/2023/1362** dated **21.02.2024**.

5.1.4 **CONSTRUCTION OF BUILDING:**

5.1.4.1 **Construction of Building:** The said **STARLING CONSTRUCTION**, Developer herein, is constructing **G+4** storied buildings namely **“SIDDHI APARTMENT”**, on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer’s Allocation** : The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said

**STARLING CONSTRUCTION** 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 carpet area, , corresponding to ..... Square Feet be the same a little more or less of covered area, corresponding to ..... Square Feet be the same a little more or less of built up area, corresponding to ..... Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring ..... sq.ft. more or less, lying and situated in the said building namely **“SIDDHI APARTMENT”**, morefully described in the Second Schedule hereunder written, lying and situate 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 property, lying in the said building from Developer’s Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said **TRIPTI CONSTRUCTION**, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees .....)** **only**, subsequently the Purchaser herein already paid the same to the said **STARLING CONSTRUCTION**, Developer/Confirming Party herein as per memo attached herewith.

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

5.1.6.1 **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.

5.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex 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 and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowner/Vendor and Developer/Confirming Party have 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 building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowner/Vendor and Developer/Confirming Party have 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.

6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor and Developer/Confirming Party have 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 and the Developer/Confirming Party herein.

6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party 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 and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is 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/Said Property from the Developer/Confirming Party and Landowner/Vendor herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on .....

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together 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.

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 Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

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, lispensens, 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 and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such

express indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor and Developer/Confirming Party 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 and Developer/Confirming Party 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 and Developer/Confirming Party with regard to which the Landowner/Vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor and Developer/Confirming Party hereby covenant 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 and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor and Developer/Confirming Party undertake 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 and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowner/Vendor and Developer/Confirming Party 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 Total Plot of Land]**

**ALL THAT** piece and parcel of a plot of land area measurement a total area of **10 (Ten) cottahs and 22 (Twenty Two) Sq.ft.**, be the same a little more or less, the nature of land being '**Bastu**' **TOGETHER WITH** the tiles shed and structure containing an area of 200 (Two Hundred) Sq.ft., be the same a little more or less, constructed thereon, along with the surrounding compound walls, including gate, comprised in and being the divided and demarcated parts or portions of C.S. Dag No. 59, **R.S. & L.R. Dag No. 64 [1(one) Cottah]**, C.S. Khatian No. 405, R.S. Khatian No. 366, and C.S. Dag No. 60, **R.S. & L.R. Dag No. 65 [9 (Nine) Cottahs and 22 (Twenty Two) Sq.ft.]**, C.S. Khatian No. 279, R.S. Khatian No. 283, thereafter Khatian No. 238, L.R. Khatian No. 978 thereafter L.R. Khatian Nos. 3164 and 3165, (now L.R. Khatian Nos. 3234 and 3233), Mouza- Kaikhali, J.L. No. 5, Re.Su. No. 115, Touzi No. 172, Ward No. 6, Karkhanagoli Road (Kaikhali), P.S. Rajarhat (Now Airport), Additional District Sub Registrar, Bidhannagar, Salt Lake City, under Bidhannagar Municipal Corporation, in the District of North 24 Parganas, Kolkata-700052 (Now 700136), West Bengal, India, free from all encumbrances. The said total plot of land is butted and bounded as follows:

- ON THE NORTH : 14 Ft. wide common passage,
- ON THE SOUTH : Land of Mr. Bhattacharyya (Part of R.S. & L.R. Dag No. 65),
- ON THE EAST : Land of Mr. Sadhu ( Part of R.S. & L.R. Dag No. 64),
- ON THE WEST : Land of Mr. Pran Krishna Ghosh.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**[Description of Flat]**

**[Sold Property/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 carpet area**, , corresponding to ..... **Square Feet be the same a little more or less of covered area**, corresponding to ..... **Square Feet be the same a little more or less of built up area**, corresponding to ..... **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, (Parking No. ..) on the Ground Floor, measuring ..... sq.ft. more or less lying and situated in the said building namely "**SIDDHI APARTMENT**", lying and situated at **Mouza- Kaikhali**, J.L. No. 5, Re.Su. No. 115, Touzi No. 172, C.S. Dag Nos. 59, 60, R.S. & L.R. Dag Nos. 64, 65, C.S. Khatian No. 405, R.S. Khatian No. 366, L.R. Khatian Nos. 3627, 3614,3604, 3591, Ward No. 6, under Bidhannagar Municipal Corporation, P.S. Airport Kolkata- 700136, North 24 Parganas, West Bengal, India, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building.

**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]**

**Building Level:**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

**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 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 purchaser/s]**

**Absolute User Right :**

The purchaser/s 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 :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. 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.
3. 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.

4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the property 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.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.
9. It is the right of the Purchaser to collect the copy of Completion Certificate/CC/Occupancy Certificate from the developer, on or before execution of the Deed of conveyance of the said Flat. Developer will adhere this clause.

**Obligations :**

1. The purchaser/s shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
2. The purchaser/s 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.
3. The purchaser/s shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser/s shall be entitled to erect wooden partition in the said flat for the purpose of his/her family requirement.
4. The purchaser/s shall also pay his/her/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.

5. Not to make any objection for fixation of dish antennas 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 Quassi 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 purchaser/s fulfilling his/her 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 purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser/s 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/their 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.

2.

Tapan Naskar  
Jayanta Chandra  
as constituted attorney of  
Basuki Nirman LLP  
Payal Agarwal  
Ragini Choudhary  
Narayan Prasad Khemka  
**Landowners/Vendors**

.....  
**Purchaser**

M/S STARLING CONSTRUCTION



Partner

Tapan Naskar  
Jayanta Chandra  
as partners of STARLING CONSTRUCTION  
**Developer/Confirming Party**

**MEMO OF CONSIDERATION**

Received with thanks from the above-named purchaser, a sum of **Rs.....**  
**(Rupees .....) only** towards the total consideration of the said flat AND covered parking space, which is morefully described

in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<b><u>Mode of Payment</u></b>	<b><u>Date</u></b>	<b><u>Bank's Name</u></b>	<b><u>Amount</u></b>
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**Witnesses :**

1.

2.

Tapan Naskar

Jayanta Chandra  
as partners of STARLING CONSTRUCTION  
**Developer/Confirming Party**

M/S STARLING CONSTRUCTION



Partner