

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this       day of       , Two Thousand  
and Twenty Four (2024)

## BETWEEN

(1) **SRI. SRIDEEP CHAKRABORTY**, (AADHAAR: 7060 4446 6098), (PAN: BVDPC3114J), (MOBILE: 7044 643172), son of Sri Sandeep Chakraborty residing at 50-A, Maharaja Tagore Road, P.O.-Dhakuria, P.S.-Lake, (2) **SMT. NAMITA BANERJEE** (Aadhaar No.- 8203 3217 6854), (PAN No.- AYDPB3960B) (Mobile No.- 98300 19391), wife of Late Sanat Kumar Banerjee residing at 50-A, Maharaja Tagore Road, P.O.-Dhakuria, P.S.-Lake, (3) **SRI BINAYAK BANERJEE** (Aadhaar No. 5668 2725 7929) (PAN No.- ACWPB3935H), (Mobile No.- 98300 19391) son of Late Sanat Kumar Banerjee residing at 50-A, Maharaja Tagore Road, P.O.-Dhakuria, P.S.-Lake, (4) **SRI PULAK BANERJEE** (Aadhaar No.- 2409 9637 4218), (PAN No.- AXUPB9374R), (Mobile No.- 91236 38029) son of Late Sanat Kumar Banerjee residing at 50-A, Maharaja Tagore Road, P.O.-Dhakuria, P.S.-Lake, (5) **LATIKA BANERJEE** (PAN- HHNPB4888L) (Aadhaar No. 7177 2425 0936) Wife of Late Amal Kumar Banerjee, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at 50-C, Maharaja Tagore Road, Kolkata - 700031, P.O.- Dhakuria, P.S.- Lake, Kolkata-700031 of the **FIRST PART**

## AND

(1) ....., (Aadhaar No.- ..... ) (PAN No.- .....), (Mobile No.- ..... ) S/O. '.....', by faith:Hindu, by Occupation: ....., residing at ..... Hereinafter referred to as the **PURCHASER** (Which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, Executors, Administrators, Legal Representatives and assigns) of the **SECOND PART**

## AND

**MESSRS. 'SPANDAN INFRA PROJECTS LLP'** (PAN No- AEHFS1104C) a company registered under the Companies Act, 1956 presently having its registered office situated at No.7/1-A, Hazra Road, Edcons Chamber, P.O.- Kalighat, P.S.-Bhowanipur, Kolkata-700 026 and is herein represented by one of its Partner **Sri KAMAL DAS**, (Aadhaar No.-7644 1573 2461), (PAN No.ADWPD1069K), (Mobile No.98300 24077), S/o Late. Taraklal Das, hereinafter called referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded or repugnant to the context be deemed to include their respective



Heirs, Executors, Administrators, Legal Representatives and assigns) of the  
**THIRD PART.**

**WHEREAS** one Shyama Charan Kotal, son Gopal Chandra Kotal was the absolute Owner, seized and possessed of or otherwise well and sufficiently entitled to all that the piece and parcel of an area of land measuring about 3 Bighas, be the same a little more or less comprised in Jamindar Khatian No. 230/2 and 233 in Dag No. 1040/1269 and 1267 in Mouza - Dhakuria, the then Police Station - Sadar Tollygunge, thereafter Kasba Police Station, now within the limits of Lake Police station, for the sake of brevity the same is hereafter referred to as the "THE SAID PROPERTY" by virtue of a Deed of Conveyance dated 26.02.1897 registered in the office of the Sadar Sub Registrar at Alipore, District ; 24 Parganas, purchased from one Sannyashi Charan Nath Bairagi, son of Netai Nath Bairagi.

**AND WHEREAS** while seized and possessed of the same the said Sannyashi Charan Nath Bairagi, sold, transferred and conveyed the said property in entirety to one Shyama Charan Kotal son of Gopal Chandra Kotal, by virtue of a Deed of Conveyance dated 02.05.1929 registered in the Office of the Sadar Sub-Registrar at Alipore District 24 Parganas and thus, the said Shyama Charan Kotal became the sole and absolute owner in respect thereof, at the absolute exclusion of any claim, demand, right and interest of any other person or persons.

**AND WHEREAS** while seized and possessed of the said property the said Shyama Charan Kotal had sold, transferred, conveyed and assured unto one Kiranbala Debi, wife of late Ramchandra Bandopadhyay an area of land measuring about 6 cottahs 8 chittacks, be the same a little more or less, out of the said property by virtue of a Deed of Conveyance dated 12.06.1929 registered in the office of the Sadar Sub-Registrar District 24 Parganas and recorded in Book No.1, Volume No. 50, Pages 131-133, Being No. 2518 for the year 1929 and thus the said Krian Bala Debi became the absolute owner of All that the piece and parcel of an area of land measuring about 6 Kathas 8 Chittacks out of said land comprising in Jamindar Khatian No. 2302 and 233 in Dag No. 1040/1269 and 1267 in mouza - Dhakuria, the then Police Station-Sadar Tollygunge , thereafter Kasba Police Station , now within the limits of Lake Police Station, more fully and particularly described in Schedule "B" written hereunder, having mutated her name in respect



thereof in the record of the Calcutta Corporation and the same was recorded as Municipal Holding No. 50 Maharaja Tagore Road, Dhakuria , Kolkata - 700031.

**AND WHEREAS** the said Kiranbala Devi during her lifetime executed a will Dated 14.12.1957, since her husband pre-deceased, in favour of her two sons namely Sanat Banerjee and Dilip Banerjee and her three grandsons namely Amal Banerjee, Gautam Banerjee both sons of Santosh Banerjee and Biman Banerjee son of Rohini Banerjee in respect of her 'B' schedule property thereby appointing one Makhan Lal Mukhapadhya to act as an Executor in respect thereof and on her demise the said will probated in the court of the learned District Judge at Alipore in act 39 bearing case No. 169 of 1964.

**AND WHEREAS** by virtue of the said will, the said sons of the deceased Kiran bala Devi were allotted with specific demarcation in respect of an area of land measuring about 2 Kathas 6 Chaittacks with old structure existing thereon and the said grandsons namely Amal Banerjee and Gautam Banerjee both sons of Late Santosh Banerjee were separately allotted with specific demarcation an area of land measuring about 1 Katha 5 Chittacks with an old existing structure thereon being a portion out of the said Landed property and the other grandson of the deceased Kiranbala Debi named hereinabove Biman Banerjee was absolutely allotted with And/or had acquired with specific demarcation an area of land measuring about 2 Katha 8 Chittaks 95 sq.ft. where upon being seized and possessed of the said Biman Banerjee has since a long time back from now constructed his own residential Building having mutated his name in respect thereof in the record of the Calcutta Municipal Corporation.

**AND WHEREAS** said Sri Gautam Banerjee, since deceased, was a Bachelor, who died intestate on 02/10/1998 leaving behind his said brother Amal Banerjee as his only legal heir successor and his undivided 1/2 share of the aforesaid allotted landed property measuring about 1 cottah 5 chittacks has automatically been devolved upon his brother Amal Banerjee as per Hindu succession Act. 1956.

1. **DEFINITIONS** – (In these presents unless otherwise agreed upon the following expressions shall have the meaning assigned against each one of them):



- (a) **OWNER & DEVELOPER:** shall mean and include the Owner & Developer above named and in case of the individual their respective heirs executors administrators legal representatives and assigns and in case of the companies its successor or successors in interest and assigns.
- (b) **PURCHASERS:** shall mean the Purchasers above named and their respective heirs executors administrators, legal representatives and assigns.
- (c) **PREMISES:** shall mean **ALL THAT** Municipal Premises No. 50A, Maharaja Tagore Road, P.O.-Dhakuria, P.S.-Lake, Ward No.92, Kolkata-700 031, Being Assessee No. 2109215000970 more fully and particularly described in the **SECOND SCHEDULE** hereunder written).
- (d) **FLAT:** shall mean **ALL THAT** the Flat more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.
- (e) **PLAN:** shall mean the maps or plans sanctioned by the Kolkata Municipal Corporations at the cost of the Developer and shall include any amendments thereto and/or the modifications thereof as may be required from time to time.
- (f) **NEW BUILDING:** shall mean the (residential building) new building to be constructed on the said Premises in accordance with the said Plan and Building permit number 2024100172 dated 30.10.24
- (g) **COMMON PARTS AND PORTIONS:** shall include all common areas more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.
- (h) **UNITS:** shall mean and include various self-contained flats/apartments/constructed spaces to comprise in the said New Building capable of being held and/or enjoyed independent of each other.
- (i) **NOTICE:** All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the address of the parties hereto as indicated hereinbefore and any change of address of the Purchasers shall have to be notified in writing to the Developer at its registered office and acknowledgement obtained for such change in address.
- (j) **LAWS:** Shall mean and include any law, statute, ordinance, code, rule or regulation or any requirement, license, permit, certificate, judgment, decree,



order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court of any law.

- (k) **LANGUAGE:** of all correspondence, including arbitration shall be in English.

## 2. INTERPRETATIONS:

- (a) A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments and orders made pursuant thereto.
- (b) Words denoting one gender include all other genders.
- (c) Words denoting singular include the plural and *vice versa*.
- (d) Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- (e) Where a word or phrase is defined, others parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- (f) Any reference to an Article, Appendix, Clause, Sub-Clause, Paragraph sub-clause, paragraph, sub-paragraph schedule or recital of this Agreement.
- (g) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- (h) Any reference to any agreement, instrument, or other documents (a) shall include all appendices, exhibits, and schedule thereto and (b) shall be a reference to such agreement, instrument, or other documents, as amended, supplemented, modified, suspended, restated or novated from time to time.
- (i) If any period is specified from a given day or the day of a given act or event, it is to be calculated exclusive from that day.
- (j) If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business than that time limit deemed to only expire on the next business day).
- (k) The schedule shall have effect and be construed as an integral part of this agreement.



- (l) The headings in this agreement are inserted for conveniences of references and shall be ignored in the interpretation and constructions of this agreement.
- (m) Any references to writing shall include printing, typing, lithography, and other means of reproducing words in visible form.
- (n) The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and the terms "including" shall mean "including without limitation".

### 3. COMMENCEMENT:

This Agreement shall be deemed to have commenced on and with effect from the day month and year first above written shall remain in full force until completion of obligations of all the parties herein in terms of this agreement.

### 4. SALE:

- (a) The Developer has agreed to sell and transfer and the Purchasers has agreed to purchase and acquire **ALL THAT** the said **Flat No. .... , .... floor**, on the East, West, South, facing of the ..... floor of the **(G+3)** (residential building) of said New Building and containing by ad-measurement an area of about ..... **sq. ft.** super built up be the same a little more or less together with undivided proportionate importable indivisible variable share in the land upon which the building stands at the said Premises and is attributable to the said Flat together with undivided proportionate share in the common parts and portions and all are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written and flat no. .... floor and covered car parking will be Developer Allocation.
- (b) The undivided proportionate share in the land upon which the building stands in the said Premises and attributable to the said Flat shall always remain to be indivisibles and variable.
- (c) The parties hereto have agreed that the Architect for the time being alone shall determine and ascertain the super built up area and the decision of Architect shall be final conclusive and binding on the parties hereto and the Purchaser hereby consents to the same.



**NOW THIS INDENTURE WITNESSTH THAT**

In pursuance of the said Sale Agreement **Flat No..... (..... Floor) as per typical sanctioned floor Plan No. ...., Dated-.....** of the ..... floor on the East, West, South, facing of the ..... floor of the **(G+3)** and in consideration of the said @ **Rs. ....**(Rupees ..... only) ad-measurement an area of about ..... **sq. ft.** super built up be the same a little more or less, Cost of Flat of a sum of **Rs...../-** (Rupees ..... only), one covered car parking **Rs.....** (Rupees ..... only), **i.e. Rs. ..../-** (Rupees ..... only) at hereinafter referred to as the said Total Consideration Amount of the lawful money of the Union of India well and truly paid by the Purchasers to the Developer as and by way of Sale Price for acquiring the said Flat (the receipt whereof the Developer doth hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors do hereby with the consent and concurrence of the Developer sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said flat more fully and particularly described in the **THIRD SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever and is more fully and particularly described in the **FOURTH SCHEDULE** hereunder written, maintenance/common expenses is more fully and particularly described in the **FIFTH SCHEDULE** hereunder written, TO HAVE AND TO HOLD the same unto the Purchasers herein absolutely and forever free from all encumbrances, trusts, liens, lisp ends and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easement and other stipulations and provisions in the connection with the beneficial use and enjoyment of the said flat mentioned in the **SIXTH SCHEDULE** hereunder written excepting and reserving unto and the Vendors and/or other person or persons deriving title under and/or through the Vendors such easements and quasi easements and the rights and privileges as are mentioned in the **SEVENTH SCHEDULE** hereunder written and such restrictions contained in the **EIGHTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **NINTH SCHEDULE** hereunder written **AND** it is hereby release



relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

**2. THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-**

- a. The interest which the vendors doth hereby profess to transfer subsists and that the Vendors has good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchasers herein in the manner as aforesaid.
- b. It shall be lawful for the Purchasers from time to time and at all material times hereinafter to enter into and upon and enjoy the said Flat and to receive the rents issues and profits thereof without any suit interruption claims or demands or disturbance whatsoever from by the Vendors herein or any person or persons claiming through under or in trust for them.
- c. The said Flat is freed and discharged from against all manner of encumbrances whatsoever on its ownership.
- d. The Vendors shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable act deeds conveyance matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.
- e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time at all material times hereafter upon every reasonable request and at the cost of the Purchasers make do produced to the Purchaser or their Attorney or agents at any trial commissions, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendors AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.



**3. THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AS A CONDITIONED PRECEDENT TO THE SALE IN ACCORDANCE WITH THIS DEED** and having being satisfied as to all aspects and fallouts including the prevalent laws and bye laws as follows :-

- a. The Purchaser herein so as to bind the owners for the time being of the said Flat and so that this covenant shall for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendors and the Co-Owners of the other flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the **EIGHTH SCHEDULE** hereunder written.
- b. The Purchasers herein shall at all material times on and from the date of the completion of the said Flat be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates impositions, levies and all other outgoings, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.
- c. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generally of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.
- d. To make payment and contribute towards the proportionate part of share of the expenses and outgoing mentioned in the **NINTH SCHEDULE** hereunder written.
- e. To permit the Vendors and the Developer and their survivors, agents with or without workmen and other at all reasonable times on **48 hours** prior notice to enter into and upon the Flat or any thereof for the purposes of repairing maintaining rebuild cleaning lightning and keeping in order and good conditions sewers drains cable water course gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the



purpose of lying down reinstating preparing testing drainage gas and water and electric wires and cable and for similar purpose.

**f.** The Purchaser have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchaser's entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the purchaser are as per agreement and to the Purchaser entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchaser's own architect and engineer and they have certified the same to be fit and have also gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on "as is where is" basis.

**g.** To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repairs as necessary to form such support and protection to the other parts of the building as they now enjoy.

**h.** To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.

**i.** Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.

**j.** Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendors/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any nature in the covered car parking spaces save and except if expressly therein.

**k.** The Purchaser are not desirous of acquiring any right over any covered car parking space in the said Premises have irrevocably relinquished the same and



the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may its absolute discretion think fit and proper.

**4. IT IS HEREBY FURTHER AGREED BETWEEN THE VENDORS THE DEVELOPER AND THE PURCHASERS as follows:-**

- a. That the Undivided proportionate share in the land wherein the said Flat situated and sold transferred conveyed transferred granted and assured in favour of the Purchasers herein shall always remain indivisible and impartible.
- b. It is being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate area to be held by the Purchaser shall be proportionately reduced.
- c. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said Building and the said Premises.
- d. the nature of the building shall always remain to be **"SPANDAN IRIS"** and the same shall not be charged and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Description of Land)**

**ALL THAT the piece and parcel of revenue redeemed land admeasuring an area of 3 Cottahs 15 Chittaks** standing there on at Premise No. 50A, Maharaja Tagore Road Dag No.1040/1269 and 1267 under Mouza-Dhakuria, R.S. No. 230/2 and 233, P.O.- Dhakuria, P.S.-Lake, under **KMC** Ward No-92, Kolkata-700 031. Dist: South 24 Parganas, **butted and bounded as follows:-**

**ON THE NORTH :** 20 feet wide **KMC** Maharaja Tagore Road

**ON THE EAST :** Common passage in between Building No.48 Maharaja Tagore Road

**ON THE SOUTH :** Building No.50-E, Maharaja Tagore Road

**ON THE WEST :** Common passage in between Building No.57 & 58 Maharaja Tagore Road

**OR HOWSOEVER OTHERWISE** the same area is was or were heretofore-butted bounded called known numbered described or distinguished.



**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Description of the said flat hereby sold)**

**ALL THAT** the Flat No..... (..... Floor) as per typical sanctioned floor Plan ....., Dated-....., on the East, West, South, facing portion of the **G+3** of said New Building and containing by ad-measurement an area of about ..... sq. ft. super built up be the same a little more or less consisting Two (2) bed rooms, leaving cum dining, kitchen, two toilets one balcony along with undivided proportionate impartible, indivisible variable share in the land upon which the building stands at the said Premises 50A, Maharaja Tagore Road P.O.- Dhakuria, P.S.-Lake, under **KMC** Ward No-92, Kolkata-700 031.

**AND**

**ALL THAT** the Covered Car Parking space containing by ad-measurement an area of about ..... sq. ft. on the ground floor of the said New Building to be constructed at the said premises 50A, Maharaja Tagore Road , P.O.- Dhakuria, P.S.- Lake, under **KMC** Ward No-92, Kolkata-700 031 and to be demarcated upon completion of the said New Building by the Developer exclusively for parking one medium seized motorcar thereon.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(The Specification)**

1. The building will be first class RCC framework and having outer wall of 8" thick first class brick and all partition walls of 5" thick in cement mortar as specified by the Architect. The inner walls are finished with plaster of paris coating.
2. Door frame in Malaysian Sal Wood.
3. Decorative Aluminium windows matching with elevation.
4. All toilets will have complete 1<sup>st</sup> Class chinaware western fittings made by Cera International, high shower, made by Jaquar or equivalent make and geyser and exhaust fan Point provision, glazed tiles in bathroom up to a height of 6' (feet), towel stand, soap tray, shall be provided Layers of waterproof membrane will protect the ceiling and floor of each toilet from water seepage. Bathroom fittings will have Jaquar, Esco Commodes & Basin will be of CERA International.
5. The apartments will have concealed wiring in PVC pipes as per ISI approved make, having adequate light points, etc. The electrical wirings should adequate amperage capacity to take care of high current devices such as air conditioners, geysers, etc.
6. Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted up to a height of 3' (feet) from the top of cooking platform.
7. All open spaces such as balconies will have RCC railings as per design given by the Architect.



8. Cement will be Ultra Tech/Birla Samrat/ACC.
9. Adequate light points for general lightning will be provided and electrical wires should be copper wire like Havells/Finolex.
10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
11. Every apartment will have its own independent electric Havells/mini-circuit breakers and control panels inside each flat and a meter at one common place as per CESC requirement.
12. Corporation water connection will be given at the new building.
13. Lift will be LT made almost five passenger capacity.
14. Switches will be of Legrand brand/Indo Asian.
15. Plaster of Paris / Putty treatment for all walls including common areas.
16. Automatic electric tripping device to avoid overload will be provided separately of each flat.
17. Water reservoir ground storage tanks & concrete tanks on the roof will be provided.
18. Kirloskar / Crompton Pump will be provided at new building.
19. Necessary Security provision for main door of devices of Godrej make will be made.
20. Steel all TMT bars.
21. ICI cement base paint (whether shield) will be provided for outside of the building.
22. At ground floor there will be one common toilet.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(COMMON AREAS)**

- a. The land on which the building is located, all easement rights belonging to land and building.
- b. The foundation columns, girders, supports main wall, roof lobbies, stair, staircase, ways, entrance and exits of the building.
- c. The easements, walls, lift, storage space.
- d. Installation of common services such as powers, lights, water, sewerage, telephone lines etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary and convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter rooms, main electric meter, pump and switches fixed in the common areas.



**(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 conditions and renewing and replacing all worn or damage parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surface 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 upkeeps 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 parts 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 Developer 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 licenses fees and outgoing whatsoever (whether Central and/or state and/or local) assessed



charge or imposes upon or payable in respect of the said new Building or any part whereof including in respect of any apparatus, fitting, utilities, gadgets and/or services that requires statutory licensing excepting in so far as the same are the responsibility of the individuals owners/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 lessee 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 observances 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 account relates.
15. Complying with the requirements and directions of any competent authority and with the provision of all status and all regulations orders and byelaws made there under relating to the building excepting those that are the responsibility of the owner-occupiers of any flat/unit.
16. The provision maintenance and renewal of any other equipments and the provision of any other service which in the opinion of the Management Company/Holding Organization it is reasonable to provide.

#### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

Subject to what has been stated herein before in this present Indenture of conveyance:

1. The Purchaser shall be entitles to all applicable rights, privileges vertical lateral easement, quasi-easement appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat usually held used occupied or enjoyed or reputed or known as part or parcel thereof



or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendors/Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Seventh Schedule hereto.

2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all normal purpose connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendors entitled to such ways aforesaid along with such drive way path ways as aforesaid.
4. The right of protection, the said flat by or from all part of the building so far as they now protect the same.
5. The right of passage is common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or rover the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such causes upon giving 48 hours previous notice in wiring of his intention so to enter to the Vendors and/or other persons properly entitled to the same.



**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be accepted out of the SALE and has been reserved for the Vendors/Developer).

**SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS DEED OF CONVEYANCE:**

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the portion or portions of the said building for all purposes whatsoever.
3. The right protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the building).
5. The right by the Vendors and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendors and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent for such entry as aforesaid.



**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(Restrictions imposed in respect of the said Flat)**

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owner and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any individual activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any illegal construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall both be allowed in the car parking space.
2. The Purchaser shall not store in the said flat any goods 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.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. 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.
5. The Purchaser shall permit the Developer and its surveyor or agents with or without workmen and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repair of which a notice in writing shall be given by the Developer to the Purchasers.



6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. 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.
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
9. Not to close or permit the closing of verandas of 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 verandas, 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 Developer differs from the colour scheme of the New Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said New Building.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, wall etc. or improvements of a permanent nature except with the prior approval in writing of the developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
12. 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 pathway as would be decided by the Developer
13. Not to commit or permit to be committed any waste or to remove or alter exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixture 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
14. Not to install any generator without permission in writing of the Developer



15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat owners 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.

#### **THE NINTH SCHEDULE ABOVE REFERRED TO**

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 (the Developers) 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 cleaning the private road when necessary.
4. Paying a fair proportion of the cost of cleaning 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 parts 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 lightning apparatus from time to time of the maintained property and providing such additional lightning apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
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 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 Vendors/occupiers of any flat/unit.
12. Abating any nuisances and executing such works as may be necessary for complying with any notice served by 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 lessee 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 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 accounts relates.
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 Purchaser maintenance renewal and insurance of firefighting appliances and the purchase maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organization 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 Salaries of all persons and other expenses for maintaining the said building.

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of **Rs. ....../-** (**Rupees ..... Only**)  
 Paid by the Purchasers on booking of the flat towards part payment out of the  
 entire consideration amount in the manner:-

<b>Sl. No.</b>	<b>Dated</b>	<b>Bank</b>	<b>Cheque No.</b>	<b>Amount (Rs.)</b>
1				
2				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**WITNESSES:**

- 1.
- 2.

**(DEVELOPER)**

Drafted by me:



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

**SIGNED SEALED AND DELIVERED**

By the **OWNER'S** at Kolkata

**In the presence of:**

**Witness:**

1.

2.

.....  
**OWNER'S**

**SIGNED SEALED AND DELIVERED**

By the **DEVELOPER** at Kolkata

**In the presence of:**

**Witness:**

1.

2.

.....  
**DEVELOPER**

**SIGNED SEALED AND DELIVERED**

By the **PURCHASERS** at Kolkata

**In the presence of:**

**Witness:**

1.

2.

.....  
**PURCHASERS**