

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day Two
Thousand Twenty Four (2024) A.D.

B E T W E E N

(1) **ENAMUL HAQUE** (PAN NO. AAMPH5366E) (AADHAAR NO. 7401
1673 7635) son of Late Shamsuddoha Enayet Haque Alias S. Enayet
Haque, by Occupation- Retired Person, (2) **MEHERUNNESSA BIBI** (PAN
NO. AGUPB6578N) (AADHAAR NO. 4669 2701 8697), daughter of Late
Shamuddoha Enayet Haque, by Occupation- Service, (3)
MUSTARUNNESSA BIBI (PAN NO. DPSPB2336N) (AADHAAR NO. 7675
2149 2038), daughter of Late Enayet Haque and wife of Late Mohi-ud-
din Ahmed, by Occupation- Housemaker,

Cont....P-2

(4) **EMADUL HAQUE (PAN NO. ACKPH4171P) (AADHAAR NO. 8111 3506 8744)**, son of Late Sekh Enayet Haque Alias Sk. Enayet Haque, by Occupation- Retired Person, (5) **MUFIDUN NESSA BIBI (PAN NO. CCLPB9677D) (AADHAAR NO. 9410 9562 1075)** daughter of Late Samsuddoha Enayet Haque Alias S. Enayet Haque and wife of Md. Hafiz-ud-din, by Occupation- Housewife, (6) **EBADUL HAQUE (PAN NO. AHBPH2316J) (AADHAAR NO. 2957 0133 7446)**, son of Late Shamsuddoha Enayet Haque, by Occupation- Retired Person and all by Faith – Islam, Nationality - Indian, all are residing at 30A, Judges Court Road, Post Office – Alipore, Police Station– Alipore, Kolkata– 700027, District - South 24 Parganas, (7) **NAYEEMA BEGUM (PAN NO. EPIPB5026Q) (AADHAAR NO. 2127 2749 0640)**, daughter of Late Enayet Haque and wife of Sk. Abdul Rafique, by Occupation- Housewife, by Faith – Islam, by Nationality - Indian and residing at 7D, Tiljala Place, Post Office – Circus Avenue, Police Station – Karaya, Kolkata – 700017, District - South 24 Parganas and (8) **MUNIRUNNESSA BIBI ALIAS MUIRUN NESSA BIBI (PAN NO. BVVPB4340M) (AADHAAR NO. 9994 2273 9049)**, daughter of Late Enayet Haque Alias Shamsuddoha Enayet Haque and wife of Late Akram Hossain, by Occupation- Housemaker, by Faith - Islam, Nationality - Indian, residing at 3/H/1, Jhawtala Lane, Post Office – Circus Avenue, Police Station - Karaya, Kolkata – 700017, District - South 24 Parganas, hereinafter referred to as the **“OWNERS/LANDOWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**;

The owners herein are represented by their **Constituted Attorney** namely "**LLL REAL ESTATES LLP**" (PAN No. AAKFL2715M), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal, represented by its partners namely (1) **FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed

Ahmed Khan, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office – Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, Tiljala, South 24 Parganas, Pin- 700039, West Bengal, by virtue of a registered Development Power of Attorney (After Registration of Development Agreement) dated 16th day of February 2023, which was duly registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 87130 to 87161, being No. 160302341 for the year 2023.

AND

"LLL REAL ESTATES LLP" (PAN No. AAKFL2715M), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal, represented by its partners namely **(1) FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed Ahmed Khan, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office – Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation-

Business, by Religion – Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, P.O.-Tiljala, P.S.- Tiljala, South 24 Parganas, Pin- 700039, West Bengal, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

_____ (PAN: _____) (AADHAAR: _____) (D.O.B.:- _____) son of _____, by faith _____, by Nationality Indian, by occupation _____, residing at _____ under _____ Police Station in the district of _____, West Bengal, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the **THIRD PART**;

WHEREAS :-

a. S. Enayet Haque, Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque were the joint owners in respect of a total piece and parcel of land measuring about 1 Bigha, 10 Cottahs, 6 Chittaks and 25 Sq. Ft. together with the structure situated thereon being Municipal Premises No. 30A, 30B and 30C, Judges Court Road out of which (i) Premises No. 30A, Judges Court Road having an area of land measuring about 7 Cottahs 2 Chittaks, (ii) Premises No. 30B, Judges Court Road having an area of land measuring about 18 Cottahs 9 Chittaks and 40 sq. ft. and Premises No. 30C, Judges Court Road having an area of land measuring about 1 Cottah, 14 Chittaks and 12 sq. ft.

b. S. Enayet Haque filed a suit for partition of the abovementioned properties in the Court of 1st Assistant District Judge at Alipore being Title Suit No. 91 of 1987 which was finally decreed on compromise on 13.01.1989 on the terms and conditions as contained in the said compromise application.

c. according to the compromise decree passed in the aforesaid Title suit No. 91 of 1987 dated 30.01.1989, Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque were exclusively allocated an area of land measuring 13 Cottahs 06 Chittaks and 35 sq. ft. more or less being divided demarcated northern portion of Premises No. 30B, Judges Court Road, Kolkata- 700027, Ward No. 74 and the remaining area being Premises Nos. 30A and 30C and Part of 30B, Judges Court Road was exclusively allocated to S. Enayet Haque, which, however, assessed to be measuring about 16 Cottahs 15 Chittaks and 35 sq. ft.

d. all the parties in the said compromise decree duly demarcated their respective allocated portions by raising boundary wall and Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque mutated their names in the demarcated portion measuring about 13 cottahs 06 Chittaks and 35 sq. ft. which was duly recorded in the Kolkata Municipal Corporation as premises No. 30B, Judges Court Road and the remaining area which was exclusively allocated to S. Enayet Haque being the then premises Nos. 30A, 30C and part of premises No. 30B, Judges Court Road and after the demise of S. Enayet Haque his legal heirs were in the use and enjoyment of the same in exclusion of others.

e. The legal heirs of said S. Enayet Haque duly amalgamated their allocated portions of said premises Nos. 30A, 30C and part of premises No. 30B, Judges

Court Road and recorded in the Kolkata Municipal Corporation and being re-numbered as Premises No. 30A, Judges Court Road, Kolkata- 700027, Ward No. 74. However, in course of physical measurement of the said allocated portion, it was actually found to be 19 Cottahs 8 Chittaks and 34 sq. ft. instead of 16 Cottahs 15 Chittaks and 25 sq. ft. i.e. an excess area of 2 Cottahs 6 Chittaks.

f. The said excess area of 2 Cottahs 6 Chittaks was wrongfully claimed by the other co-owners in respect of premises No. 30A, Judges Court Road and accordingly a dispute has arisen between all the owners as a result whereof a suit was filed by the legal heirs of S. Enayet Haque against the legal heirs of Zohra Khatun & Ors. being Title Suit No. 603 of 2017, which was ultimately decreed on compromise whereby it was declared that the said premises being premises No. 30A, Judges Court Road, Kolkata - 700027, Ward No. 74 is measuring about 19 Cottahs 08 Chittaks and 34 Sq. Ft., which exclusively belong to the present Owners.

g. pursuant to the said compromise decree, the present Owners have duly mutated their names in the record of the Kolkata Municipal Corporation wherein the area of the said premises No. 30A, Judges Court Road have been reassessed by the Kolkata Municipal Corporation having an area of 19 Cottahs 08 Chittaks and 34 Sq. Ft.

h. accordingly the Owners herein became the joint, lawful and absolute owners of and fully seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 19(Nineteen) Cottah 8(Eight) Chittack 34(Thirty Four) sq. ft. more or less being the Premises No. 30A, Judges Court Road, Kolkata – 700027, Ward No. 74, Police Station - Alipore, and at present within the Kolkata Municipal Corporation, District - South 24 Parganas and hereinafter referred to as “**the**

said Premises” and more fully and particularly mentioned and described in the **Schedule “A PART - II”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and duly mutated their names in the record of Kolkata Municipal Corporation by paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

i. the Landowners herein intended to construct a multi-storied building comprised of several residential flats, commercial spaces, shops, car parking spaces etc. on the said Premises according to the sanctioned plans of the Kolkata Municipal Corporation. But due to lack of experience in construction line, non-availability of time and paucity of fund, the Landowners are in search of a well reputed developer to develop the said Premises.

j. The Landowners herein entered into an Agreement dated 28th August, 2020, registered in the office of District Sub-Registrar – III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2020, Pages from 52611 to 52667, being No. 160301526 for the year 2020 for the purpose of construction of building on the said premises with M/s. Asghar Projects Private Limited.

k. The Landowners herein also executed a General Power of Attorney dated 28th August, 2020, registered in the office of District Sub-Registrar – III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2020, Pages from 52668 to 52701, being No. 160301529 for the year 2020 for the purpose of construction of building on the said premises in favour of M/s. Asghar Projects Private Limited.

1. M/s. Asghar Projects Private Limited was unable to proceed with the construction of building on the said Premises and hence the Landowners and M/s. Asghar Projects Private Limited executed a Cancellation of Development Agreement dated 16th day of February 2023, registered in the office of District Sub-Registrar- III, South 24 Parganas, recorded in Book No. I, being No. I-160302260, for the year 2023 and cancelled and annulled the said Agreement dated 28th August, 2020, being No. 160301526 for the year 2020. Further the Landowners and M/s. Asghar Projects Private Limited executed a Revocation of Power of Attorney dated 16th day of February 2023, registered in the office of District Sub-Registrar- III, South 24 Parganas, recorded in Book No. IV, being No. IV- 160300098 for the year 2023 and cancelled and annulled the said General Power of Attorney dated 28th August, 2020, being No. 160301529 for the year 2020.

m. A registered Development Power of Attorney (After Registration of Development Agreement) dated 16th day of February 2023, which was duly registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 87130 to 87161, being No. 160302341 for the year 2023, was executed by the Owners herein in favour of "**LLL REAL ESTATES LLP**" (PAN No. **AAKFL2715M**), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal, represented by its partners namely **(1) FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed Ahmed Khan, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office – Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus

Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, P.O.-Tiljala, P.S.- Tiljala, South 24 Parganas, Pin-700039, West Bengal, the Developer herein, as per the terms and conditions contained as stated therein.

n. The Developer has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation vide **Sanction Building Plan No. _____, dated _____.**

o. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at North 24 Parganas vide **WBREERA REGISTRATION NUMBER- _____;**

1. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block-_____**, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as “_____”, hereinafter referred to as the said **“UNIT”** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total

consideration of the said unit sum of **Rs.** _____/-(**Rupees** _____)**only.**

2. The said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.** _____/- (**Rupees** _____) **only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____**Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as “ _____ ”, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached

thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim,

- from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
 3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
 4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
 5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of

them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the

said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.

- iv) TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) NOT TO** throws dirt, rubbish or other refuse or permits the same to

be thrown or accumulated in the said building and/or compound or any portion of the building.

- x)** **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **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.
- xii)** **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER**

differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi) NOT TO claim** any right whatsoever over and in respect of the

COMMON PARTS AND PORTIONS in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii) To pay** GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:**DESCRIPTION OF THE SAID PREMISES**

ALL THAT piece and parcel of land measuring 19 cottah 8 chittack 34 sq. ft. more or less, along with several tile shade structures total admeasuring 2750 Sq. Ft. more or less standing thereupon, being the Premises No. 30A, Judges Court Road, Kolkata – 700027, together with exclusive right over the 20' feet wide passage running from main road to the aforesaid property, Ward No. 74, Police Station- Alipore, and at present within the Kolkata Municipal Corporation, District - South 24 Parganas which is butted and bounded as follows :

ON THE NORTH BY :- Partly by Premises Nos. 28/1 and 28/2, Judges Court Road, 60' feet Judges Court and partly by Premises No. 30B, Judges Court Road;

ON THE SOUTH BY :- 4/A, Aftab Mosque Lane, Mazaar, 4/6 & 4/8, Aftab Mosque Lane;

ON THE EAST BY :- Partly by Premises Nos. 32A, Judges Court and partly by Premises No. 30B, Judges Court Road;

ON THE WEST BY :- Premises Nos. 26, 28, 28/1 and 28/2, Judges Court Road & KMC Passage.

THE SECOND SCHEDULE ABOVE REFERRED TO :**(THE SAID UNIT)**

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more

or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as “ _____ ”, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(THE COMMON AREA & COMMON FACILITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and swear connection to the premises.
5. Toilets on the Ground Floor of the premises for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.

- c) Transformer (if any), electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- d) Windows, Doors and other fittings of the common area of the premises.
- e) Lift and there accessories installations and space required therefore.
- f) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace if any, landing and staircase of the said building, rain water pipes, motor pumps, tube well gas pipes, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.

4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNERS, DEVELOPER and
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

SIGNATURE OF THE OWNERS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____ **/-** (**Rupees** _____) **only** by way of total
 consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	_____/-

(**Rupees** _____) **only**.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-