

DEED OF CONVEYANCE

THIS INDENTURE made this_____Day of_____Two Thousand and Twenty Four_____(2024_),

BETWEEN

VENDORS: **SRI SWAPAN KUMAR BANDYOPADHYAY**, son of Late Upendra Nath Banerjee, PAN: ADXPB9805E, Aadhaar No. 7748 3612 2752, occupation Retired, and **(2) SMT TRIPTI BANDYOPADHYAY**, wife of Sri Swapan Kumar Bandyopadhyay, PAN: ABNPT3353M, Aadhaar No. 4158 3692 1485, Occupation Housewife, both by faith Hindu, Nationality Indian, both are residing at V-53/4, Vivekananda Park, P.O. Garia, P.S. Bansdronei, Kolkata – 700084, District South 24-Parganas, West Bengal hereinafter collectively called and referred to as the **“OWNERS”** (which expression or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART** and the Landowners/Vendors are represented through their Constituted Attorney **SRI KALLOL BOSE**, son of Late Kanchan Bose and sole proprietor of **M/s. Sky Construction**.

AND

DEVELOPER: **M/S. SKY CONSTRUCTION**, a proprietary concern having its office at 2/2, Khanpur Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047 being represented by its sole proprietor **SRI KALLOL BOSE (PAN ACXPB6603P / AADHAAR 6422 6439 0967)**, son of Late Kanchan Bose, by faith – Hindu, by occupation – Business, residing at 2/2, Khanpur Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047, District South 24-Parganas, West Bengal, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** .

AND

PURCHASERS: **1**....., (PAN)
(Aadhaar.....) son of ,
by Faith-...., by Nationality- , by Occupation-
....., **2.**

....., (PAN.....)
(Aadhaar.....) son of ,
by Faith-...., by Nationality- , by Occupation-
....., residing at
.....Post Office-.....,
Police Station ,
District-....., Pin-....., in the State
of

.....hereinafter jointly referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in- interest, executor(s), representative(s), administrator(s) and/or assigns) of the **THIRD PART**.

1. DEFINITIONS:

1.1. Unless, in these presents, there be something contrary or repugnant to the subject or context:

1.1.1. “**Appurtenances**” shall mean the appurtenances to the Designated Unit mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written

being the said share in the said premises and if so, specifically mentioned in **PART- II** of the **SECOND SCHEDULE** hereunder written, shall include the right of parking at the said Parking Spaces.

1.1.2. “**Association**” shall mean any Association of Persons, Syndicate, Committee, Society, Company, or other body that may be formed of the Co-owners for the Common Purposes.

1.1.3. “**Building Complex**” shall mean and include the said premises and the New Building thereat with the Common Areas and Installations.

1.1.4. “**Building Plan**” shall mean the plan for construction of the New Building sanctioned by the Kolkata Municipal Corporation vide **Building Plan No. 2022110254 dated 07.09.2022** and modified and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and/or the concerned authorities.

1.1.5. “**Common Areas and Installations**” shall according to the context mean and include the areas installations and facilities comprised in and for the New Building and the said premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchasers in common with the Vendors and other persons permitted by the Developer and/or Vendors and save and except the same, no other part or portion of any individual Building or the said premises shall be claimed to be part of the Common Areas and Installations by the Purchasers either independently or jointly with any other Co-owner/s.

1.1.6. “**Common Expenses**” shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written.

1.1.7. **Consideration:** shall mean the said purchasers herein paid a sum of Rs..... the agreed monetary consideration hereunto and in favour of the Developer herein the details whereof more fully and particularly described in the memo of consideration mentioned herein below for purchasing the Said Residential unit & Car Parking Space or every part thereof.

1.1.8. **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the New Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common.

1.1.9. **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendors and/or Developer for those Units not alienated or not agreed to be alienated by any of them.

1.1.10. **“Designated Unit”** shall mean the Unit described **PART-I** of the **SECOND SCHEDULE** hereunder written.

1.1.11. **“Developer”** shall mean and include **Sky Construction** a sole proprietorship firm and/or its survivor or survivors and/or its respective nominees or assigns as the case may be.

1.1.12. **Development Agreement and Development Power:** shall mean the vendors herein in order to construct the newly constructed multi-storied building have executed a development agreement on 8th March, 2022 and was registered in the office of D.S.R. - V, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1630-2022, Pages from 73144 to 73178, Being No. 163001595 for the year 2022.

1.1.13. Subsequently the vendors herein also executed a development power in favour of the developer herein which is registered in the office of the D.S.R. - V, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1630-2022, Pages from 73079 to 73105 Being No. 163001603 for the year 2022.

1.1.14. **“Maintenance in-charge”** shall upon formation of the Association and it taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Vendors hereto or the Co-owners as the case may be in terms of the **clause7 and its sub-clauses.**

1.1.15. **“New Building”** shall mean the building constructed by the Developer at the said premises and include all additions, alterations and/or modifications thereof as may be made by the Developer from time to time.

1.1.16. **Premises-** ALL THAT piece or parcel of homestead land measuring about 6 Cottahs 15 Chittaks 37 square feet of Bastu Land together with 40 years old one storied building measuring 1000 square feet with net cement flooring comprised in Dag No. 216, Khatian No. 406, Mouza Kamdahari, District South 24-Parganas, ADSR Alipore, Police Station Bansdrani, Post Office Garia, Kolkata 700084 now known and numbered Municipal Premises No. 145, Vivekananda Park, within Municipal limits of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311112801459.

1.1.17. **“Parking Spaces”** shall mean the spaces in the Building Complex expressed or intended by the Developer to be used for parking of Four Wheelers, Two-Wheelers, etc.

1.1.18. **“Purchaser”** shall mean one or more purchasers named above and include:

- A. in the case of an individual, his/her heir's executors administrators' legal representatives, and/or assigns;
- B. in case of a HUF, its members for the time being their respective heirs' executors' administrators' legal representatives and/or assigns;
- C. in case of a partnership firm, its partners for the time being their respective heir's executors' administrators' legal representatives and/or assigns;
- D. in case of a Company or LLP, its successors or successors-in-office and/or assigns;
- E. in cases not falling within any of the above categories, the constituent of the Purchaser as its nature and character permit and their heir's legal representatives or successors as the case may be and/or assigns.

1.1.19. **Residential Space:** ALL THAT Flat No._on the____Floor of the said Project known as **“SWAPNONEER”** contained by ad-measurement a **carpet area of_____sq. ft.** (including balcony) equivalent to a **Super Built Up Area of____sq. ft.** more or less Together with undivided proportionate indefeasible corresponding share or interest in the land comprised in the said premises.

1.1.20. **“Share in the Said Premises”** shall mean the proportionate undivided indivisible share in the land comprised in the said premises.

1.1.21. **“Units”** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said premises capable of being exclusively held used or occupied by a person/persons.

1.1.22. **“Vendor”** shall mean **SRI SWAPAN KUMAR BANDYOPADHYAY** and **SMT TRIPTI BANDYOPADHYAY** and include their successors or successors-in-interest and/or assigns.

1.2. **INTERPRETATION:**

1.2.1. words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; similarly, words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise, words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**.

1.2.2. words importing the **singular** number shall according to the context mean and construe the **plural** number and vice versa;

1.2.3. Reference to any Clause shall mean such Clause of this deed and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule.

1.2.4. Headings, Clause Titles, Capitalized expressions, and Bold expressions are given for convenience purposes only.

2. **DEVOLUTION and/or BACKGROUND OF TITLE:** - The Title of ownership flows as follows from time to time: -

2.1 One Sadhan Chandra Ghosh was the sole and absolute owner of all that 6 Cottahs and 9 square feet of land be the same a little more or less within District 24 Parganas now 24 Parganas (South), P.S. Jadavpur, thereafter Regent Park Sub Registry Alipore, Pargana Magura, Touzi No. 14, R.S. No. 200, J.L. No. 49 within the Municipal limits of the Jadavpur Municipality, Mouza Kamdahari comprised in Khatian No. 406, Dag No. 216 and said Sadhan Chandra Ghosh was in absolute physical possession of the said property.

2.2 Being thus in possession of the said property said Sadhan Chandra Ghosh by a registered Deed of Conveyance in the year 1967 duly registered Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 154, Pages 150 to 156 being No. 8754 for the year 1967 sold, transferred, conveyed, released and assigned the said property unto and in favour

of Smt. Ajita Rani Mitra and delivered complete possession of the said property unto and in favour of the said purchaser said Ajita Rani Mitra.

2.3 Being thus in possession of the said property said Ajita Rani Mitra by a registered Deed of Conveyance date 03.12.1979 duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 105, pages 184 to 188, being No. 5325 for the year 1979 sold, transferred, conveyed, released and assigned the said property measuring about 3 Cottahs 3 square feet unto and in favour of Smt. Mousumi Chatterjee, wife of Sri Malay Kumar Chatterjee of 82, Kanungo Park, P.S. Jadavpur, Kolkata 700084 and delivered complete possession of the said property unto and in favour of the said purchaser.

2.4 Being thus in possession of the said property the abovenamed Smt. Mousumi Chatterjee, wife of Sri Malay Kumar Chatterjee, of 82, Kanungo Park, P.S. Jadavpur, Kolkata 700084 sold, transferred, conveyed, released and assigned said 2 Cottahs 15 Chittaks 37 square feet of land fully delineated in the plan annexed thereto unto and in favour of the abovenamed owners by a registered Bengali Deed of Conveyance dated 04.01.1982 corresponding 19th day of Poush, 1388 B.S. and the said deed of Conveyance dated 04.01.1982 was duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 11, Pages 129 to 138, being No. 21 for the year 1982.

2.5 Being thus in possession of the said property said Sadhan Chandra Ghosh, son of Late Bholanath Ghosh of Kamdahari, P.S. Jadavpur, 24 Parganas by a Bengali registered Deed of Conveyance 24th day of January, 1968 corresponding to 10th day of Magh, 1374 B.S. sold, transferred, conveyed, released and assigned all that 4 Cottahs of land unto and in favour of Sri Badal Dhara Das and Kajal Rekha Das, both sons of Kedar Nath Das, both of 2/133, Bejoygarh, P.S. Jadavpur, District 24 Parganas, which was duly registered in the Office of the District Sub Registrar at Alipore, South 24 Parganas recorded in Book No. 1, Vol. No. 19, Pages 121 to 127, being No. 498 for the year 1968.

2.6 In similar terms one Sri Badal Dhara Das and Kajal Rekha Das both sons of Kedar Nath Das, of 1, Purba Natun Pally, P.S. and District Burdwan and No. 2 Sabang Mahalaxmi & Fibre Industries Ltd. P.S. District Ranchi then in the State of Bihar now Jharkhand respectively by a registered Bengali Deed of Conveyance dated 10th day of November, 1975 corresponding to 23rd day of Kartick 1382 sold, transferred, conveyed, released and assigned all that 4 Cottahs of danga land having 16 feet wide passage unto and in favour of the owner no. 1 abovenamed and the said Deed of Conveyance dated 10.11.1975 was duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol. No. 149, Pages 139 to 148, being No. 5607 for the year 1975 the description of which are fully and particularly referred in the schedule therein;

2.7 In the manner aforesaid the owners abovenamed jointly own and possess in all 6 Cottahs 15 Chittaks 37 sqare feet adjoining lands in terms of the aforesaid two separate Deed of Conveyances;

- 2.8 Both the owners abovenamed for proper utilization of the aforesaid two adjoining lands decided to raise construction of the proposed building as and by way of amalgamation and for the purpose aforesaid both the owners abovenamed executed a registered Deed of Amalgamation on 15.12.2021 duly registered in the Office of the Addl. District Sub Registrar – III at Alipore, recorded in Book No.1, Vol. No. 1603-2022, pages 13312 to 13331, being No. 160313039 for the year 2021;
- 2.9 in terms of the said registered Deed of Amalgamation the owners abovenamed applied to the Kolkata Municipal Corporation, Assessment Collection Department for amalgamation of the aforesaid two separately assessed properties into a single unit now and known and numbered as 145, Vivekananda Park, being Assessee No. 311112801459;
- 2.10 Both the owners abovenamed decided to raise construction of a proposed building as per the building plan to be sanctioned or approved by the Building Department, Kolkata Municipal Corporation;
- 2.11 The Owner by an agreement dated 8th March 2022 (hereinafter referred to as the said DEVELOPMENT AGREEMENT) granted the exclusive right of development of the said Premises unto and in favour of the Developer herein for the consideration and in the manner as is contained and recorded therein. The Owner have also executed a Development Power of Attorney in favour of **M/s SKY CONSTRUCTION** represented by its sole proprietor Sri Kallol Bose duly registered on 08.03.2022 for dealing with the Developer's allocation in the proposed building under construction at the aforesaid premises.
- 2.12 The Said Premises has been categorized as Bastu Land intended for construction of a residential project comprising of several flats/units, and car parking areas intended for commercial exploitation and shall be known as "**SWAPNONEER**".
- 2.13 The Developer by virtue of the said Agreement for Development is fully competent to enter into this Agreement for Sale and Transfer of any part or portion of the building including Flats/ Units proportionate area in the land and/or proportionate common areas and facilities concerning or relating to the Developer's/ owners allocation under the project and all legal formalities in respect of the right, title and interest of the Developer regarding the development of the said project in or upon the Said Premises have been fully effected.

2.14 The Developer herein has at its own costs caused the map or plan (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation. being building Plan No. 2022110254 dated 07.09.2022. (include all sanctioned/ permissible/Vertical/Horizontal/ Extensions and modifications made thereto from time to time).

3. TRANSFER OF DESIGNATED UNIT AND APPURTENANCES:

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

3.1 The developer herein, has represented to the purchaser/s that by the happening of the events and in the circumstance more particularly mentioned and described hereabove written the developer has become the full and absolute joint owner of the said premises more particularly mentioned in the First Schedule hereunder written that are free from all encumbrance and had been in uninterrupted, peaceful possession thereof immediately after purchasing the said premises.

3.2 The developer (acting on behalf of itself and the vendors herein) has formulated a scheme and announced the sale of Flats/Units to prospective purchasers (Transferees).

3.3 The purchaser, intending to be transferees, upon satisfaction of the vendor's title and developer's authority to sell, applied for purchase of the said flat/ unit and appurtenances and the developer has allotted the same to the purchaser/s, who in due course entered into an agreement for sale dated: _____ (**SAID AGREEMENT**) for purchase of the said flat/ unit and appurtenances on the terms and conditions therein which was duly registered at the office of District Sub Registrar at recorded in Book No. pages from To being no. for the year

3.4 In furtherance of the above, the vendors and the developer are completing the sale of the said flat/ unit and appurtenance in favour of the purchaser/s by these presents, on the terms and conditions contained herein.

3.5 In pursuance of the aforementioned written Agreement for Sale the Said Purchasers herein duly paid an amount of Rs. to the Developer herein and the Purchasers had time to time prior to execution of this deed of conveyance paid the remaining agreed monetary consideration of Rs.....

3.6 The Developer doth hereby admit and acknowledge the entire consideration amount and thereof acquit release and discharge the said Residential Space & Car Parking Space or every part thereof in favour of the Purchaser.

3.7 The Developer above named doth hereby grant sell transfer convey assign and assure unto and in favour of the Purchasers herein it's **ALL THAT** piece and parcel of Residential Space being no.

..... more fully described in the second schedule herein underwritten. **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Unit belonging to the Purchaser in common with the Vendors and the other Co-owners as set out in the **FIFTH SCHEDULE** hereunder written **BUT EXCEPTING AND RESERVING** unto the Vendors and other persons deriving rights, authorities and/or title from the Vendors such easements quasi-easements and other stipulations and rights as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO EXCEPTING AND RESERVING** the properties benefits and rights as more fully stated hereunder **TO HAVE AND TO HOLD** the Designated Unit and the Appurtenances unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Purchaser paying the municipal and all other rates, taxes, proportionate Common Expenses and other charges and outgoings (including those mentioned in **PART-I** of the **SEVENTH SCHEDULE** hereunder written) relating to the Designated Unit and its Appurtenances wholly and relating to the Building Complex and the Common Areas and Installations proportionately and observing fulfilling and performing of the rules,

regulations and restrictions framed by the Developer or the Maintenance-In-Charge from time to time (and including in particular those mentioned in **PART-II** of the **SEVENTH SCHEDULE** hereunder written).

3.8 **TO HAVE AND TO HOLD** the said Residential Space & Car Parking Space or every part thereof which are more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and to the use of the Purchasers absolutely and forever, free from all encumbrances whatsoever Excepting and Reserving unto the Land Owner and/or occupiers of other space(s) at the said Building the easements, quasi-easements and privileges **AND FURTHER SUBJECT TO** the Purchasers regularly and punctually paying the proportionate amount of the costs of maintenance of the common parts and essential services including those described in the **FOURTH SCHEDULE** hereunder written.

3.9 It is hereby certificated that the **SECOND SCHEDULE** mentioned property is not charged or mortgaged with any financial Institution or Bank. This property is free from all encumbrances. If any financial liability arises the said vendors and Developer herein shall be liable to indemnify for the same.

4 VENDOR'S COVENANTS: VENDORS AND/OR THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

4.1 The interest which the Vendor and/or the Developer doth hereby profess to transfer subsists and either of them has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchasers, the Designated Unit in the manner aforesaid with the concurrence and confirmation of the Vendors.

4.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Unit and to receive the rent issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Developer/Vendors or any person or persons claiming through under or in trust for the Developer/Vendors **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

4.3 The Vendor and/or the Developer shall from time to time hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, till the purchaser applied for and got his/ her name recorded with the local concerned authority.

4.4 The Vendor and/or the Developer as the case may, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or his/her attorneys or agents for inspection the title deeds in connection with the said Premises in any of their custody and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or Photostat copies therefrom as the Purchaser may require and shall and will, unless prevented as aforesaid, keep the same safe, unobliterated.

4.5 The Said Vendor and Developer both hereby covenant with the Purchasers herein that neither the said Vendors nor Developer has taken any loan from any bank(s), the person(s) and any other financial institution(s) and nor they have deposited the original title deed of the same with any Bank(s), Financial Institution(s) or person(s) in respect of the Said Residential Space or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

4.6 It is hereby certificated that the **SECOND SCHEDULE** mentioned property is not charged or mortgaged with any financial Institution or Bank. This property is free from all encumbrances. If any financial liability arises the said vendor and Developer herein shall be liable to indemnify for the same.

5 PURCHASER'S COVENANTS: THE PURCHASER TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL RUN WITH LAND CONTINUE THROUGHOUT DOTH HEREBY COVENANT WITH THE DEVELOPER as follows:

5.1 The Purchaser shall abide by, observe fulfill, and perform the terms, conditions, and obligations contained herein and in terms of the agreement for Development made between the Vendors and/or the Developer including related agreement for sale made with the Developer as the case may be in the manner and within the period stipulated therefor and shall not commit any delay or default in respect thereof. The Purchaser shall not object to, dispute or challenge the properties, benefits and rights, excepted and reserved by the Developer hereunder or any other right of the Vendors and/or the Developer or the Developer hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Vendors or the Developer hereunder.

5.2 The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as more fully contained in the **SEVENTH SCHEDULE** hereunder written and as a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Appurtenances and the Common Areas and Installations, shall:

5.3 Observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations and other Common Purposes including those specified in the **PART-II** of the **SEVENTH SCHEDULE** hereunder written; and

5.4 Bear and pay all municipal and other rates, taxes, impositions and outgoings in respect of the Designated Unit and Appurtenances wholly and those in respect of the New Building, the said Premises and/or the Common Areas and Installations proportionately including the Taxes and Outgoings as mentioned in the **PART-I** of the **SEVENTH SCHEDULE** hereunder written.

5.5 The Designated Unit and its Appurtenances shall be one lot and shall not be dismembered or dissociated in any manner. The Purchaser shall not be entitled to claim any partition of the said share in the said premises.

5.6 The Building Complex shall contain the Common Areas and Installations as specified in the **THIRD SCHEDULE** hereunder written. The Purchaser shall have the right to use the Common Areas and Installations in common with the Vendors and other Co-owners and other persons permitted by the Developer. The common ownership or user of the Common Areas and Installations by the Purchaser shall be subject to the exceptions and reservations contained in **clause 4 and sub-clauses** thereof hereunder written and subject to the observance of the terms and conditions contained in **clause 5.2** hereto.

5.7 Save those expressed or intended by the Developer and /or Vendor to form part of the Common Areas and Installations, no other part or portion of the Building Complex shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner.

5.8 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors as well as the right derived by the Developer under the said Development Agreement to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the New Building and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also examined the workmanship and quality of construction of the Designated Unit and the Parking Spaces and the New Building and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and has got himself fully satisfied with regard thereto. The Purchaser has further satisfied himself with regard to the connection of water, electricity, sewerage, drainage, workmanship etc. in or for the Designated Unit and the Common Areas and Installations as specified/ agreed/ mentioned in the agreement for sale, and agrees and covenants not to raise any objection with regard thereto.

5.9 The carpet area of the Designated Unit includes the plinth/covered area of such Unit, the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the Designated Unit and any other Unit shall be included. The super built up area of the Designated Unit shall be as mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written. The Purchaser has verified and satisfied himself fully from the Building Plans about the carpet/ covered area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and, in all manner, including for the purposes of payment of the consideration and other amounts. The Purchaser has paid the consideration amount payable by the Purchaser hereunder upon having fully satisfied himself about the carpet area/covered area/ super built-up area to comprise in the Designated Unit mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written. Architect appointed by the Developer as regards the areas of the Designated Unit and/or of the areas of the Common Areas and Installations shall be final and binding on the parties.

5.10 The Purchaser shall not raise any question or objection or make any claim or demand whatsoever against the Vendor and/or the Developer with regard to all or any of the matters contained in **clause 5.4 to 5.7** above and hereby confirms to have taken possession of the Designated Unit upon full satisfaction in all manner and hereby further discharges the Developer of all obligations of the Developer pertaining to the construction and delivery thereof and of the Common Areas and Installations in terms of the agreement between the parties.

5.11 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the building or any part thereof and/or the Building Complex by the Developer (including and notwithstanding any temporary obstruction or disturbance in his/her using and enjoying the Designated Unit and/or the Common Areas and Installations).

5.12 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors'/Developer's rights shall in no way be affected or prejudiced thereby.

5.13 The Purchaser individually or along with the other Co-owners will not require from either the Vendors or the Developer, as the case may be, to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Vendors of the Developer for a period of two years from the date of completion of the entire Building Complex.

6 EXCEPTIONS AND RESERVATIONS OF DEVELOPER/ VENDOR

6.1 **PROVIDED ALWAYS AND** notwithstanding anything to the contrary elsewhere herein contained and without prejudice to the generality of the ownership of the Vendors/Developer in respect of the New Building and the said Premises and all appurtenant rights flowing therefrom (save and except the properties and rights hereby conveyed), it is expressly agreed and understood by and between the parties hereto as follows:

6.2 The Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the Building Complex not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.

6.3 The Developer shall also be entitled, with the permission of the concerned authorities, to construct additional stories on the roof of the New Building or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Developer, in its sole discretion, may think fit and proper. In the event of any such construction,

the roof of such construction being the ultimate roof for the time being, shall then become a Common Area common to all the Co-owners of the building where the Developer shall shift the overhead water Tank and other common installations. Any right of user by the Purchaser and/or any other Co-owner in respect of roof shall be subject nevertheless to the right title and interest of the Vendors/Developer being reserved and excluded hereunder and also the right of the Maintenance-In-Charge and the other Co-owners to enter upon the same to repair, maintain, clean, paint and/or replace any common areas or installation lying or installed thereat or otherwise;

6.4 In the event the Developer/ Vendor buy any land adjacent to the said Land or enters into any development arrangement/ agreement with the owners of any land adjacent to the said Land such land, hereafter referred to as the "Other Further Land", the same may be added to the said project and/or said premises and the owners and/or Allottee/ Purchaser of such Other Further Land shall have the right of ingress to and egress from over such portions of the said land/ premises for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project. The project common portions within the said project, and those within the Other Further Land, will be deemed to be the project common portions of the said complex.

6.5 In case of any construction or additional construction, there shall be a consequential decrease in the said share in the common areas as also in the said premises, but the Purchaser shall not be entitled to claim refund or reduction of any consideration or other amounts paid by the Purchaser hereunder nor to claim any amount or consideration either from the Vendors or the Developer on account thereof.

6.6 The Developer and/or maintenance company or concern shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, signboards or like on the roof of the New Building or any part thereof at such rent, hiring charges and on such terms and conditions as the Developer in its sole discretion, may think fit and proper and such rights shall be excepted and reserved unto the Developer. The Purchaser individually or along with the other co-owners will not require either the Developer or the Vendor, as the case may be to contribute towards a proportionate share of the common expenses/ rent and whatsoever in

respect of the above in future.

6.7 For or relating to any such constructions, additions or alterations, the Developer shall, with the approval of the Architect, and in strict compliance of all rules and regulation statutory or otherwise for the time being in force have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenantable.

6.8 The Developer in consultation with the Vendors shall be at liberty to cause to change the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such without causing any undue obstruction or hindrance to the Purchaser.

6.9 The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Building Complex or any part thereto and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or carpet area/super built up area of the Designated Unit is likely to be affected then the Developer shall have to take a prior consent in writing from the Purchaser for such modification, alteration and/or sanction. HOWEVER, it shall be the obligation of the Purchaser to pay and discharge the maintenance charges at the rate and on the basis decided by the Developer and/or any person or concern claiming through or under it strictly on the basis of the final super built up area in possession of the Purchaser as per the final completion certificate issued by the appropriate authorities referred to under Real Estate (Regulation) Act.

The Purchaser without prejudice to his/her **NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

6.10 rights and entitlement concerning the designated unit including the rights appurtenant thereto doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved unto the Developer under **clause 6.1 and its sub-clauses** hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer and also to sign and execute all necessary papers and documents in that regard, if so required and found necessary by the Developer.

6.11 For the removal of doubts, it is expressly agreed, recorded and made clear that for the purpose of vesting any property benefit or right excepted and reserved by the Developer hereunder unto the Developer, if any express consent under any law for the time being is required, the Purchaser doth hereby give and accord his/her consent for the same.

7 MUTUAL AGREEMENTS AND COVENANTS:

AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

7.1 Maintenance-In-Charge:

7.1.1 Until the period mentioned in **clauses 7.1.2 to 7.1.4** hereinafter, the Common Areas and Installations shall in the exclusive control, management and administration of the Developer hereto who shall be the Maintenance In-charge. The said Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance-related agreement with them or the Maintenance Agency appointed by it.

7.1.2 Within one year from the delivery of possession of all Units in the Building Complex or earlier if so decided by the Developer, the Association of unit Purchasers will be formed to take over the control, management and administration of the Common areas and Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to the formation of the Association. It is however, clarified that the Developer and/or Vendors shall not under any circumstances be liable for payment of any maintenance charges on account of unsold flats or units.

7.1.3 In case due to any reason, the Developer sends notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co- owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable therefor. Save as formed in terms hereof, no other Association shall be formed by the Purchaser and/or the other Co-owners for the Common Purposes.

7.1.4 Upon the formation of the Association, the Developer shall handover/ transfer to the Association all rights of responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Developer hereunder or intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor Provided that in case on the date of expiry of one months from the date of sending the notice by the Developer, the Association is not formed by the Co-owners in terms of **Clause 7.1.3** hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be

entitled thereto and obliged therefor fully and in all manner. The Developer shall also transfer to the Association or the Co-owners, as the case may be, the Deposits made by the Purchaser [if any] to the Developer in terms hereof, after adjustment of its dues, if any and shall thenceforth be held by the Association/Co-owners in the relevant accounts.

7.1.5 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Developer and/or Vendor, hereunder reserved and/or belonging to the Developer and also those that the Developer may hereafter reserve.

7.2 The Purchaser's proportionate undivided share in several matters shall be the proportion in which the super built-up/carpet area of the Designated Unit may bear to the total super built-up/carpet area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Developer on any variations shall be binding on the Purchaser.

7.3 Save the Designated Unit and save the right to use the Common Areas and Installations in the manner expressed hereunder, the Purchaser shall not have nor shall claim any right, title or interest whatsoever or howsoever over and in respect of the other Units and spaces or constructed areas or Parking Spaces or the open spaces at the said Premises.

7.4 It is agreed that any transfer of the Designated Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser shall also be bound to become a member of the Association.

7.5 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until registration of the said designed unit done and all the charges outgoings dues payable by the Purchaser to the

Developer in respect of the Designated Unit are fully paid up and a No Dues Certificate is obtained by the Purchaser from the Developer.

7.6 The Purchaser shall be and remain responsible for and to indemnify the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the New Building or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

7.7 Any delay or indulgence by the Developer in enforcing the terms of this Deed or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

7.8 This Deed and the Agreement between the parties contains the entire contract of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Deed be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Deed that except this Deed and the Agreement between the parties hereto, no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or its agents, servants or employees other than what is specifically set forth herein.

7.9 In case of any inconsistency or contradiction between the parties and these presents, the terms and conditions of these presents shall prevail.

7.9.1 The Building Complex shall bear the name **“SWAPNONEER”**.

7.10 Delivery of possession khas, vacant, peaceful, satisfactory, acceptable, and physical possession of the said designed Unit/ Flat and appurtenances have been handed over by the developer to the purchaser, which the purchaser admits, acknowledges and accepts.

8 THE FIRST SCHEDULE ABOVE REFERRED TO THE SAID PREMISES

ALL THAT 6 Cottahs 15 Chittaks 37 square feet of Bastu Land together with 40 years old one storied building measuring 1000 square feet with net cement flooring comprised in Dag No. 216, Khatian No. 406, Mouza Kamdahari, District South 24-Parganas, ADSR Alipore, Police Station Bansdrani, Post Office Garia, Kolkata 700084 now known and numbered Municipal Premises No. 145, Vivekananda Park, within Municipal limits of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311112801459, butted and bounded as follows:

ON THE NORTH	- Premises No. V53/3, Vivekananda Park.
ON THE SOUTH	- Premises No. V53/6, Vivekananda Park.
ON THE EAST	- 16.5 feet wide KMC Road.
ON THE WEST	- Other.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

9 THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I (DESIGNATED UNIT)

ALL THAT Flat No. _____ **on the** ____ **Floor** of the said Project known as "**SWAPNONEER**" contained by ad-measurement a **carpet area of** _____ **sq. ft.** (including balcony) equivalent to a **Super Built Up Area of** _____ **sq. ft.** more or less Together with undivided proportionate infeasible corresponding share or interest in the land comprised in the said premises and delineated and shown in the map or plan annexed hereto and thereon enclosed within **RED BORDERS**.

PART-II
(PARKING FACILITY)

ALL THAT car parking space being No.XX, having an area of 140 sq. ft. earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as “**SWAPNONEER**”.

(APPURTENANCES)

SAID SHARE IN LAND: ALL THAT the proportionate undivided indivisible share in the land comprised in the said premises.

10 THE THIRD SCHEDULE ABOVE REFERRED TO: Common Areas & Installations at the Building Complex:

- 10.1 Stair case on all the floors.
- 10.2 Stair case landing and passages on all floors
- 10.3 Lift Well and Lift with all its accessories.
- 10.4 Lift machine room, stair room in the roof.
- 10.5 Columns foundations and plinths.
- 10.6 Common passage and entrance lobby on the ground floor excepting car parking area and any commercial space.
- 10.7 Underground and overhead reservoirs.
- 10.8 Water pumps and pipe lines leading to the flats.
- 10.9 All sewer lines from toilets to ground floor and all internal sewerlines, drains and septic tanks.
- 10.10 Guards rooms, caretakers rooms, toilets meter room and other rooms and facilities in the ground floor.
- 10.11 Boundary wall around the premises.
- 10.12 All other amenities that is for common use of all the flat owners.

11 THE FOURTH SCHEDULE ABOVE REFERRED TO: COMMON EXPENSES:

11.1 MAINTENANCE: All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upperfloors), the Common Areas and Installations of the of the Building Complex (including lifts, fire fighting system and equipments, generators, transformer, water pump with motor, Community Room related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Building Complex and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

11.2 OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, transformer, if any, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.

11.3 STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

11.4 ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.

11.5 TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).

11.6 INSURANCE: Insurance premium for insurance of the Building and also otherwise for insuring the New Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

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

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

11.9 OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

12 THE FIFTH SCHEDULE ABOVE REFERRED TO: Easements Granted To The Purchaser:

12.1 The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Unit which are hereinafter specified Excepting and Reserving unto the Developer and other persons deriving right, title and/or permission from the Developer, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the **SIXTH SCHEDULE** hereunder written:

12.1.1 The right of access and use of the Common Areas and Installations in common with the Vendors and/or the other Co-owners and the Maintenance-In-Charge for normal purposes connected with the use of the Designated Unit.

12.1.2 The right of protection of the Designated Unit by and from all other parts of the New Building so far as they now protect the same.

12.1.3 The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Unit through wires and conduits lying or being in under or over the other parts of the New Building and/or the said Premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Unit.

12.1.4 The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said Premises for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Unit and other Units and portions of the New Building and also for the purpose of rebuilding or repairing the Designated Unit insofar as such rebuilding repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving twenty-four hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance-In- Charge and the Co-owners affected thereby.

12.2 All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, Common Expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

13 THE SIXTH SCHEDULE ABOVE REFERRED TO: Easements reserved by the Developer:

13.1 The under-mentioned rights easements quasi-easements and privileges appertaining to the said Premises shall be excepted and reserved for the Developer and other persons deriving title under the Vendors and the right, title and/or permission from the Vendor:

13.1.1 The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the said Premises.

13.1.2 The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Unit) of the other part or parts of the said Premises through pipes drains wires conduits lying or being in under through or over the Designated Unit as far as may be reasonably necessary

for the beneficial use occupation and enjoyment of other part or parts of the said Premises.

13.1.3 The right of protection of other part or parts of the said Premises by all parts of the Designated Unit as the same can or does normally protect.

13.1.4 The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said Premises.

13.1.5 The right with or without workmen and necessary materials to enter from time to time upon the Designated Unit for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the New Building and/or any other unit or portion of the Building and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas and Installations) and similar purposes and also other Common Purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Developer or the Maintenance-In-Charge and other Co-owners of other part or parts of the said Premises shall excepting in emergent situation give to the Purchaser a prior 24 (twenty four) hours written notice of its or their intention for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED

TO: PART-I

14 OUTGOINGS AND TAXES : The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:

(a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Kolkata Municipal

Corporation and/or any other concerning authority Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.

(b) The purchaser shall further be unequivocally liable for all taxes and statutory duties on account of GST, TDS and/or any other duties and/or impositions that may be made applicable on account of the considerationnnnnnn paid or payable in respect of the said designed Unit/Flat.

(c) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said premises or any part thereof.

(d) Electricity charges for electricity consumed in or relating to the Designated Unit (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).

(e) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

(f) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the

generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs._____ -only per Square foot per month of the super built-up area of the Designated Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

(g) Proportionate share of the operation, fuel and maintenance cost of the generator/s proportionate to the load taken by the Purchaser.

(h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

14.2 All payments mentioned in this Deed shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.

14.3 The amount mentioned in **clause 14(f)** above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the

Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.

14.4 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Designated Unit and/or the New Building or on the transfer of the Designated Unit, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the Developer without raising any objection thereto.

14.5 The liability of the Purchaser to pay the aforesaid outgoings and impositions has accrued with effect from the date of delivery of possession of the Designated Unit by the Developer.

14.6 It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

14.7 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser. It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be according to the reasonable estimate of the Vendors subject to subsequent accounting and settlement within a reasonable period.

PART-II

(Restrictions and conditions which, amongst others, would be running with land)

15 The Purchaser binds himself/herself and covenants:

- i) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
- ii) Unless the right of parking is expressly agreed to be granted and mentioned in **PART-II** of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly agreed to be granted and mentioned in the within stated **PART-II** of the **SECOND SCHEDULE**, the purchaser shall use the parking Space(s) so agreed to be granted, only for the purpose of parking of his/her medium sized motor car and/or two wheeler, as the case may be. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him.
- iii) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Developer and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
- iv) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save at the place as be approved or provided by the Maintenance In-charge **PROVIDED HOWEVER**

THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his/her Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.

- v) to apply for and obtain a separate domestic electric meter at his/ her own cost, without imposing any cost to the developer and/or owner/ vendor, from the relevant electricity board / WBSEDCL within one month from the date of this indenture and/or possession, whichever is earlier.
- vi) to apply for and obtain at his/her own cost separate assessment and mutation of the Designated Unit in the records of Kolkata Municipal Corporation and/or any other concerning authority within 01 (One) month from the date of possession and/or the date of this indenture whichever is earlier. .
- vii) not to partition or sub-divide the Designated Unit nor to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
- viii) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- ix) not to install or keep or operate any generator in the Designated Unit or in the corridor, lobby or passage of the floor in which the Designated Unit is situate or in any other common areas of the New Building or the said Premises save the battery operated inverter inside the Designated Unit.
- x) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Building and the

Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

xi) to use the Common Areas and Installations only to the extent required for ingress to and egress from the Designated Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Premises by the Vendors and all other persons entitled thereto.

xii) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.

xiii) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the New Building or may cause any increase in the premium payable in respect thereof.

xiv) not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.

xv) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.

xvi) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit,

store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hang clothes outside the Designated Unit.

xvii) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Building Complex.

xviii) not to alter the outer elevation or façade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Unit or the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

xix) Not to install grills the design of which have not been suggested or approved and not to install grills and/or box grills outside the window not approved by the Developer or the Architect thereby affecting elevation of the building by the Developer or the Architects.

xx) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

15.2 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at

the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the Designated Unit.
- b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his/her employees' customers agents tenants or licensees and/or the Designated Unit.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

MEMO OF CONSIDERATION

Received sum of Rs. /- (Rupees ,..... Only)
from the purchasers to sell convey and transfer the entire second schedule mentioned property.

DATE	CHEQUE NO.	DRAWN ON	Amount
TOTAL: Rs. /- (Rupees Only)			

WITNESSES:

1.

1.

Signature of Developer

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 OWNERS at Kolkata

in the presence of :

1.

2.

(OWNERS)

1.

2.

(PURCHASERS)

(DEVELOPER)