

## **DEED OF CONVEYANCE**

**THIS INDENTURE** is made at Kolkata on this \_\_\_\_ day of \_\_\_\_\_ **Two**  
**Thousand** \_\_\_\_\_ (20\_\_)

### **BETWEEN**

1. **SMT. BABLI KUNDU**, wife of Sri Prabir Kumar Kundu, by faith Hindu, by occupation Business, by nationality Indian, residing at Anuradha A/3, Neelachal Abasan, 98, Rajdanga Gold Park, Post Office E KTP, Police Station Kasba, Kolkata – 700107, District South 24 Parganas;
  
2. **SRI PRABIR KUMAR KUNDU**, son of Late Kalipada Kundu, by faith Hindu, by occupation Business, by nationality Indian, residing at Anuradha A/3, Neelachal Abasan, 98, Rajdanga Gold Park, Post Office E KTP, Police Station Kasba, Kolkata – 700107, District South 24 Parganas

Both serial number 1 and 2 above are hereinafter jointly referred to as the “**Vendors/Owners**” and are being represented by their constituted Attorney **M/S. CORNERSTONE SMART HOMES**, a Proprietorship Firm having its office at Unit No. 4B, Aastha Apartments, 460, Madurdaha, Post Office E KTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, represented by its Sole Proprietor, **SRI SUMOULINDRA BANERJEE**, son of Sri Tapan Jyoti Banerjee, by faith Hindu, by occupation Business, nationality Indian, residing at Flat No. 4B, Aastha Apartments, 460, Madurdaha, Post Office E KTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, appointed as such vide a General Power of Attorney dated 12<sup>th</sup> June, 2024, registered in the Office of the DSR-V, Alipore, recorded in Book No. I, being No. \_\_\_\_\_ for the year 2024, being Party of the **FIRST PART**.

CORNERSTONE SMART HOMES  
*Sumoulindra Banerjee*  
Proprietor

3. **M/S. CORNERSTONE SMART HOMES**, a Proprietorship Firm having its office at Unit No. 4B, Aastha Apartments, 460, Madurdaha, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, represented by its Sole Proprietor, **SRI SUMOULINDRA BANERJEE**, son of Sri Tapan Jyoti Banerjee, by faith Hindu, by occupation Business, nationality Indian, residing at Flat No. 4B, Aastha Apartments, 460, Madurdaha, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, hereinafter referred to as the “**Developer**” (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his/her/their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest), being Party of the **SECOND PART**.

Serial numbers 1, 2 and 3 above, are collectively known as “**Promoter**”

**AND**

[If the Purchaser is a company]

.....,(CIN no ..... ) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at .....(PAN .....), represented by its authorized signatory, (Aadhar no. ....) duly authorized vide board resolution dated ....., hereinafter referred to as the “Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ....., (Aadhar no. ....) duly authorized vide hereinafter referred to as the “Purchaser” (which expression shall

unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr./Ms. ....(Aadhar no. ....) son / daughter of....., aged about ..... residing at....., (PAN.....) hereinafter called the “Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. ...., (Aadhar no. ....)  
son of .....aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at .....(PAN .....), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) being Party of the **THIRD PART**

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

### **WHEREAS**

1. By virtue of a Deed of Conveyance dated 28<sup>th</sup> December, 2022, registered in the Office of the of the District Sub-Registrar-V, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 1630-2023, at Pages 112 to 133,

being Deed No. 163005860 for the year 2022, one Sri Nikhil Chandra Kundu sold, conveyed and transferred land measuring 2 (two) Cottah 4 (four) Chittack 5 (five) Square Feet, more or less, **together with** a tile shed residential structure measuring 100 (one hundred) square feet, more or less, being Scheme Plot No. H, comprised in C.S. *Dag* No. 102, recorded under C.S. Khatian No. 6, corresponding R.S. *Dag* No. 191, recorded under R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 and 133, *Mouza* Nayabad, J.L. No. 25, known as Premises No. 3859, Nayabad, Police Station Purba Jadabpur (formerly Kasba), Kolkata-700094, within the limit of KMC, Ward No. 109, Sub-Registration Office Sealdah, District South 24 Parganas (**First Premises**), unto and in favour of (1) Smt. Babli Kundu and (2) Sri Prabir Kumar Kundu, free from all encumbrances.

2. By virtue of another Deed of Conveyance dated 1<sup>st</sup> March, 2023, registered in the Office of the of the District Sub-Registrar-V, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 1630-2023, at Pages 17664 to 17687, being Deed No. 163000566 for the year 2023, (1) Mrs. Sayantani Banerjee Pain and (2) Mr. Amitabha Pain sold, conveyed and transferred land measuring 1 (one) Cottah 12 (twelve) Chittack 40 (forty) Square Feet, more or less, **together with** a tile shed residential structure measuring 100 (one hundred) square feet, more or less, being Scheme Plot No. B, comprised in C.S. *Dag* No. 102, recorded under C.S. Khatian No. 6, corresponding R.S. *Dag* No. 191, recorded under R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 and 133, *Mouza* Nayabad, J.L. No. 25, known as Premises No. 3858, Nayabad, Police Station Purba Jadabpur (formerly Kasba), Kolkata-700094, within the limit of KMC, Ward No. 109, Sub-Registration Office Sealdah, District South 24 Parganas (**Second Premises**), unto and in favour of (1) Smt. Babli Kundu and (2) Sri Prabir Kumar Kundu, free from all encumbrances.

3. In the above mentioned circumstances said (1) Smt. Babli Kundu and (2) Sri Prabir Kumar Kundu (collectively the Vendors herein) became the joint and absolute owners in respect of the First Premises and Second Premises and mutated their names in the records of the Kolkata Municipal Corporation, free from all encumbrances.
4. The Vendors have caused amalgamation of the First Premises and Second Premises into a single Premises No. 3858, Nayabad under Assessee No. 31-109-08-9772-3 for their beneficial use and enjoyment.
5. In the above mentioned events and circumstance, the Vendors became the joint and absolute owners in respect of the Said Premises described in the **First Schedule** hereunder.
6. The Vendors herein engaged M/s. Cornerstone Smart Homes, a Proprietorship Firm having its office at Unit No. 4B, Aastha Apartments, 460, Madurdaha, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, represented by its Sole Proprietor, Sri Sumoulindra Banerjee, son of Sri Tapan Jyoti Banerjee, by faith Hindu, by occupation Business, nationality Indian, residing at Flat No. 4B, Aastha Apartments, 460, Madurdaha, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, as Developer (hereinafter referred to as the “Developer”) and both the Vendors and the Developer have entered into a Development Agreement dated 12<sup>th</sup> June, 2024, registered at the Office of the District Sub Registrar-V, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1630-2024, at Pages 50712 to 50741, being No. 163001897 for the year 2024 and both the Vendors and the Developer hereinafter shall also be referred as “Promoter”.

7. The Vendors have mutated their name in the records of the Kolkata Municipal Corporation (**KMC**) and in the concerned Block Land & Land Record Office (**BL&LRO**), in respect of the Said Premises as the owners thereof and has been paying Khajna in respect thereof to the concerned BL&LRO and municipal tax to the KMC;
8. On being approached by the Promoter for sanction of plans for constructing a multistoried building comprising of apartments/flats, parking spaces and commercial units/shops, the KMC sanctioned Building Plan bearing no. \_\_\_\_\_ dated \_\_\_\_\_ which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by KMC and/or other concerned authorities.
9. The Purchaser has booked for transfer of **Apartment/Flat/Flat No.** \_\_\_\_\_ **on the** \_\_\_\_\_ **floor**, of the said Building admeasuring \_\_\_\_\_ **sq. ft. (Carpet Area)** (hereinafter referred to as **Apartment/Flat**) together with \_\_\_\_\_ **car parking** from the Promoter at a total consideration of **Rs.** \_\_\_\_\_, and has paid a sum of Rs. \_\_\_\_\_ towards application amount on the booking of the Apartment/Flat and accepted and agreed to the Terms and Conditions issued by the Vendor/Promoter with the Application form and Allotment letter dated \_\_\_\_\_.
10. The Purchaser, himself and /or through his advocate, has inspected the relevant documents and is fully satisfied with the title of the Vendors/Promoter to the Said Premises, sanctioned plans, the powers and authorities of the Vendors/Promoter to transfer the apartments in the Said Premises constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the apartment/flat booked by the Purchaser;

11. Thereafter, the Purchaser has entered into an Agreement for Sale dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. I, being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ with the Promoter for purchase of the said Apartment/Flat along with \_\_\_\_\_ car parking under the terms and conditions mentioned therein.
12. The Promoter have represented that it has completed construction of the said Building on the Said Premises in accordance with the building plan sanctioned by KMC and has obtained Completion Certificate dated \_\_\_\_\_, from the KMC in respect thereof.
13. The Promoter has represented to the Purchaser that the said **Apartment/Flat No.** \_\_\_\_\_ allotted to Purchaser and \_\_\_\_\_ **car parking**, is complete in all respects; and the Purchaser has inspected and confirmed the same.
14. Pursuant to the "Call/Notice for Possession" dated \_\_\_\_\_ issued by the Promoter to the Purchaser, the Purchaser has paid all dues to the Promoter and has requested the Promoter to execute and register this Indenture in favour of the Purchaser and to deliver vacant and peaceful possession of the aforesaid **Apartment/Flat No.** \_\_\_\_\_ in the said Building and \_\_\_\_\_ **car parking**.

**NOW THIS INDENTURE WITNESSETH:-**

- I. That in the premise aforesaid and in consideration of the sum **Rs.** \_\_\_\_\_ for **Apartment/Flat No.** \_\_\_\_\_ along with **one car parking** paid by the Purchaser to the Promoter by way of consideration money on or before the execution of these presents, the receipt whereof the Developer doth hereby as well as by the Receipt and **Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge

the Purchaser and the said **Apartment/Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **sq. ft. (Carpet Area)** situated on the \_\_\_\_\_ floor and \_\_\_\_\_ car parking admeasuring \_\_\_\_\_ sq. ft., the Vendor/Promoter doth hereby grant, transfer, assign and assure and confirm to and unto the Purchaser ALL THAT the **Apartment/Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (**Carpet Area**) on the \_\_\_\_\_ Floor, morefully described in **Part-I of the Second Schedule** in the building together with \_\_\_\_\_ car parking admeasuring \_\_\_\_\_ sq. ft on the ground floor more fully described in **Part-II of the Second Schedule** hereunder written together with undivided proportionate share or interest in the Said Premises together with undivided proportionate share or interest in the common areas, facilities and amenities of the Said Premises morefully described in **Part-I of the Third Schedule** hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/ acquisition/requisition proceedings and all other liabilities whatsoever (the said **Apartment/Flat No.** \_\_\_\_\_, \_\_\_\_\_ car parking, and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as **“Said Unit”**) **AND** the reversion or reversions and remainder or remainders and the rent, issues and profits thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Promoter in the Said Unit or any part or parcel thereof **TO HAVE AND TO HOLD** the Said Unit hereby sold, transferred and conveyed to and unto the use of the Allottee/Purchaser absolutely and forever **AND SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Purchaser as mentioned in the **Fourth Schedule** hereunder written **SUBJECT TO** the Purchaser’s paying and discharging all the taxes and impositions on the Said Unit wholly and all the common expenses proportionately as are mentioned in the **Fifth Schedule** hereunder written and all rents, taxes, assessment, rates, dues and duties

now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the Said Unit wholly and the Said Premises proportionately and subject to the condition that the said Apartment/Flat will be used only for residential purpose.

**II. THE PROMOTER HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:-**

- (a) That notwithstanding any act, deed or thing by the Promoter executed or knowingly suffered to the contrary, that the interest which the Promoter doth hereby profess to transfer and that the Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the Said Unit and all other rights attached thereto.
- (b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the Said Unit and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Promoter or any person or persons claiming through, under or in trust for the Promoter.
- (c) The Said Unit and all other properties and rights hereby transferred are free from all encumbrances, attachments, liens, lispendens whatsoever and freely, clearly released and discharged or otherwise by the Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (d) The Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable

acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the Said Unit together with the rights hereby granted unto the Purchaser and in the manner aforesaid.

- (e) The Promoter hereby agrees and undertakes that till handover of all the apartments to the respective Purchaser the Promoter either by itself or through its nominated Maintenance Agent/Company will maintain the common areas, facilities and amenities, irrespective of actual date whether the Purchaser has taken physical possession of the said Apartment/Flat subject to the payment of maintenance charges and electricity charges of the common areas of the Said Unit and common areas, facilities and amenities at such rate or rates as may be prescribed by the Promoter or its nominated Maintenance Agent/Company from time to time. The maintenance charges (excluding electricity charges for common areas of the said Building) for the first two years shall be paid by the Purchaser in advance to the Promoter /Maintenance Company as the case may be and electricity charges for common areas of the said Building shall be paid by the Purchaser separately to the Promoter /Maintenance Company as and when demanded. In subsequent years maintenance charges and electricity charges for common areas of the said Building will be payable within Seven days of raising of bill(s) by the Promoter/Maintenance Company/Resident's Association.
- (f) The Promoter hereby agrees and undertakes that on handover of all the apartments to the respective Purchaser, an association shall be constituted and/or formed by the Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the said Building.
- (g) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as "**Association**") and all the Purchaser of Apartment/Flat in the said Building has compulsorily to be the member of such association. In case of multiple

purchasers of a single Apartment all the purchasers shall become member of the Association but only one member amongst them shall have the voting rights.

- (h) The Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Apartment/Flat owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Purchaser of apartment(s) in the said Building.
- (i) The Promoter, upon formation of the Board /Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the Said Premises and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Apartment/Flat owner produce or caused to be produced to the such owner or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the Said Unit and shall also serve at like request and cost of the apartment owner attested or other copies of extract from the same whenever required.
- (j) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Apartment/Flat owners.
- (k) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and

improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.

**III. THE PURCHASER HEREBY COVENANTS AND AGREES WITH THE PROMOTER as follows:-**

- (a) The Purchaser shall have proportionate undivided right over the common areas, facilities and amenities of the said Building as specified in the **Third Schedule** hereunder written.
- (b) The Purchaser for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Vendor/Promoter and/or other co-owners of the other apartments in the said Building that (i) the Purchaser shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Purchaser as mentioned in the **Fourth Schedule** hereunder written (ii) the Purchaser shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Building from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas of the said Building and all other outgoings in respect of the Said Unit wholly and in respect of the common areas and portions of Said Premises proportionately and all other expenses incidental to the management of the said Building. Such payment shall be made by the Purchaser within Seven days of raising of bill(s) by the Promoter/Maintenance Company/Association. (iii) the Purchaser shall use the said Apartment/Flat for residential purpose only and for no other purpose and (iv) the Purchaser shall not do any work which would jeopardise the soundness or safety of the Said Premises and the Said Building, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar without, in

every such case, the approval of the Promoter/ Maintenance Company/Association.

- (c) The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Promoter and/or the Purchaser of other units in the said Building is prejudiced and affected in any manner whatsoever.
- (d) The Purchaser hereby agrees and undertakes to the Promoter that the Purchaser shall bear and pay proportionately all common expenses payable by the Purchaser as may be determined and fixed by the Promoter or the Maintenance Company or the Association, as the case may be.
- (e) The Purchaser is fully aware that the Promoter has constructed several units/shops for commercial use in the Said Building and for transferring the same to the intending transferees at such price and on such terms and conditions which the Promoter in its sole discretion has deemed fit and proper. The Transferee or the intending Transferee of the commercial units shall enjoy the facilities and convenience of the Said Premises including the common portions as decided by the Promoter in its sole discretion. The Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.
- (f) The Promoter shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the Said Unit and appurtenances relating from the date of possession or registration of the Indenture in favour of the Purchaser whichever is earlier. Deemed date of possession shall mean \_\_\_\_\_ days after issuance of “notice of possession / call for possession” for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.

- (g) So long as each Apartment/Flat is not separately assessed for municipal taxes, rates, levies, surcharges and out goings, the Purchaser shall pay his/her/its proportionate taxes, rates, levies, surcharges and outgoings as determined by the Promoter.
- (h) The Purchaser shall use the said Apartment/Flat and every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/shop/godown or for carrying on any industry or business.
- (i) The Purchaser shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.
- (j) The Purchaser hereby agrees that in the event of delay / default by the Purchaser in payment of the Maintenance Charges/ utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Purchaser shall be liable to make good such short fall within fifteen (15) days failing which the Purchaser shall be liable to pay interest @ 12% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Purchaser defaults in making the shortfall within a further period of fifteen (15) days, the Promoter / Maintenance Company/ Association shall have the right to withhold / discontinue the Maintenance Services / utilities for the Said Apartment/Flat, at any time, without any further notice.
- (k) The Purchaser shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.

(l) The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Promoter and of the other purchasers/ occupants of the other apartments in the said Building. The Promoters have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two-wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.

**IV.** The Parties hereto agree that the Promoter of the Said Premises will submit the Said Unit and Said Premises and the unsold apartments/shops/car parking space (if any) in the said Building to the provisions of the West Bengal Apartment Ownership Act, 1972 ("**the Act**") as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Purchaser agrees to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Promoter as may be necessary for the purposes of submitting the Said Building / Said Unit to the provisions of the Act.

**V.** The Parties hereto agree with the Roof rights in the herein mentioned modality: The ultimate roof of the said Building shall mean the roof which will be for the common use of all the purchasers of the said Building. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the said Building at its sole discretion.

**VI.** The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this

Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID PREMISES)**

**All That** the pieces or parcels of Bastu land measuring about 4 (four) Cottah 1 (one) Chittack, more or less, being identified as Scheme Plot Nos. 'B' and 'H', presently known as Premises No. 3858, Nayabad, being Assessee No. 31-109-08-9772-3, comprised in C.S. *Dag* No. 102, recorded under C.S. Khatian No. 6, corresponding R.S. *Dag* No. 191, recorded under R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 and 133, *Mouza* Nayabad, J.L. No. 25, Police Station Purba Jadabpur (formerly Kasba), Kolkata-700094, within the limit of Kolkata Municipal Corporation, Ward No. 109, Sub-Registration Office Sealdah, District South 24 Parganas

The Said Premises is butted and bounded;

ON THE NORTH	: By 30'-0" wide road
ON THE EAST	: By Scheme Plot Nos. 'G' & 'C'
ON THE SOUTH	: By 30'-0" wide road
ON THE WEST	: By Scheme Plot Nos. 'A-1' & 'I'

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[DESCRIPTION OF APARTMENT]**

The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_  
**Floor** of the G+\_\_\_\_\_ storied building, having carpet area of \_\_\_\_\_

(\_\_\_\_\_) **square feet**, more or less, corresponding to covered area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less, in the Said Project named “\_\_\_\_\_” within the Said Premises described in the **First Schedule** hereinabove.

The Said Apartment/Said Flat is delineated on the **Plan** annexed herewith and bordered in color **Red** thereon.

**PART-II**  
**[DESCRIPTION OF PARKING SPACE]**

The Said Parking Space, being \_\_\_\_\_ covered parking for parking medium sized car and right to park \_\_\_\_\_ two-wheeler in the covered area of the Said Project.

**THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

1. Entrance Lobby at the ground level of the Said Building, Lift machine room(s) and lift well(s) of the Said Building.
2. Water supply pipeline in the Said Premises (save those inside any Apartment).
3. Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Building/Premises, Intercom network in the Said Premises, if any.
4. Lift(s) and allied machineries in the Said Building.
5. Service rooms (if any).
6. Common roof of the Said Building.
7. Water reservoirs/tanks of the Said Building/Said Premises.
8. Drainage and sewage pipeline in the Said Premises (save those inside any Apartment).
9. Electricity meter(s) for common installations and space for their installation.
10. Network of Cable TV/DTH in the Said Premises.
11. Firefighting system in the Said Premises (if any).

12. External walls of the Said Premises.
13. Electrical & PHE ducts.
14. Manholes and pits.
15. Transformer and DG sets.
16. Entrance.
17. Driveways, walkways of the Said Premises.
18. Lobbies on all floors and staircase(s) of the Said Building/ Said Premises.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND OBLIGATIONS TO BE OBSERVED]**

**I. OBLIGATIONS:**

1. To co-operate with the management and maintenance of the said Apartment/Flat, said Building and the said Building and to abide by the direction and/or decisions of the Promoter/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the said Building.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
3. To observe the rules and regulations contained and framed from time to time by the Promoter/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.
4. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoter/Maintenance Company/Association

regarding the occupation and use of the said Apartment/Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.

5. To maintain the said Apartment/Flat at its own cost in such a good tenantable state of repair and condition from the date of possession of the said Apartment/Flat as shall at all times hereafter ensure the maintenance of support and protection to the said Apartment/Flat.
6. To permit the Promoter/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the said Apartment/Flat for the purpose of repairing any of the common areas or any appurtenance to any apartment and/ or anything comprised in any apartment, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Promoter/Maintenance Company/Association.
8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Said Building/ Said Premises to the Promoter/Maintenance Company/Association.
9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Purchaser(s) of the said Apartment/Flat or his/her guests or servants to the Promoter/Maintenance Company/Association.
10. To carry out at its own cost all internal repairs to the said Apartment/Flat and maintain the said Apartment/Flat in same condition, state and order in which it was delivered by the Promoter to the Purchaser or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the said Building.

## **II. NEGATIVE COVENANTS :**

### **The Purchaser of the Apartment/Flat shall:-**

1.
  - (a) Not to make any structural additions and/or alterations to the said Apartment/Flat such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Promoter/Maintenance Company/Association as the case may be.
  - (b) Not to erect any compound wall/any other fencing within the said Building.
2.
  - (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
  - (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress.
3. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment/Flat to the upper and/or lower apartment and in particular not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Apartment/Flat is situated, including entrances of the said Building and in case any damage is caused to the said Building in which the said Apartment/Flat is situated or the said Apartment/Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

5. Not to do or cause anything to be done in or around the said Apartment/Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Promoter or its successors in title differs of the said Building or deviation or which in the opinion of the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the said Building.
8. Not to install grills, the design of which has not been suggested and/or approved by the Promoter / Maintenance Company or in any other manner do any other act which would in the opinion of the Promoter/ Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment/Flat.
10. Not to use the said Apartment/Flat for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes.

11. Not to cause or permit obstruction of any drain or pipe used in common with the other apartment owner(s) for the passage of water or soil in connection with the said Building.
12. Not to do permit or suffer to be done in or upon the apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighboring apartments, in the said Building.
13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire said Building except in the space for garbage to be provided in the ground floor of the said Building.
14. Not to make or permit any disturbing noises in the said Building by the Purchaser(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other apartment owner(s).
15. Not to put the names in entry passages excepting in the proper place provided by Promoter/Maintenance Company for the use of the said Apartment/Flat occupied by the Purchaser(s) or his/her/its nominee(s).
16. Not to allow dust, rubbish or litter swept from the said Apartment/Flat to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
17. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
18. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Purchaser(s) or his/her/its servants or their guest out of the windows and/or doors or anywhere on the common areas of the said Building, common areas of the entire said Building and Car / Two Wheeler Parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said Building.

19. Not to permit common areas of the said Building to be fouled by dogs or other animals coming from the said Apartment/Flat.
20. Not to store or bring and allow to be stored and brought in the said Apartment/Flat any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment/Flat.
21. Not to subdivide the said Apartment/Flat and/or the parking space(s) as allocated thereof.
22. Not to close any windows or make openings in the walls or through the walls of the said Apartment/Flat.
23. Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Building including Water Storage Tank for the Fire Fighting arrangement.
24. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Apartment/Flat without giving notice to Promoter/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Promoter/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
25. Not to display or affix any neon-sign or signboard on any outer wall of the Tower or the apartment or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Promoter/Maintenance Company/Association.
26. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments by metes and bounds.

27. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the said Building or cause any increased premium to be payable in respect thereof.
28. Not to do or suffer to be done anything to in or about the said Apartment/Flat or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the Tower in which the said Apartment/Flat is situated and the said Apartment/Flat itself or any part thereof.
29. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Apartment/Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter/Maintenance Company liable for execution of such works.
30. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Tower in any manner whatsoever.
31. Not to enclose any balcony in the said Apartment/Flat except with grills with designs approved by the Promoter/Maintenance Company.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[COMMON EXPENSES]**

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said Building.
2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Purchaser in common with the other owners/occupiers as aforesaid.

3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building.
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire said Building.
8. Maintenance of internal roads, passages etc.

**IN WITNESS WHEREOF** the Vendor/Promoter and the Purchaser above named have put their respective hands and seals the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** by  
the all the **Parties** to this Deed at Kolkata  
in the presence of:

1.

2.

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OWNERS

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DEVELOPER

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PURCHASER

**RECEIVED** on and from the within named Purchaser the within mentioned amount towards payment of consideration in full as per Memo hereunder written ..... **Rs. ....Only.**

**MEMO OF CONSIDERATION**

Mode	Date	Bank	Amount (in Rs.)

Witnesses:

1.

CORNERSTONE SMART HOMES  
*Sanjay D. Bhatnagar*  
Proprietor

\_\_\_\_\_  
DEVELOPER

2.