

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
September, Two Thousand and Twenty Four (2024) A.D.

B E T W E E N

(1) **SMT. BHASWATI PAL**, (PAN: AFAPP4855M, AADHAAR NO.5033 6019 9368) daughter of Late Banibhusan Rudra, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at Ranchi Xray Clinic, 56, Club Road, Chutia, Post Office – Ranchi, Police Station– Chutia, Jharkhand - 834001; and (2) **SMT. ADITI BOSE**, (PAN: GGGPB0849L, AADHAAR NO.3375 1552 8359) daughter of Late Banibhusan Rudra, by faith-Hindu, by Nationality-Indian, by occupation- Housewife; residing at 22A Naktala Lane, Post Office – Naktala, Police Station– Netaji Nagar, Kolkata - 700047, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives and assigns) of the **FIRST PART**. The Owners- **SMT. BHASWATI PAL & SMT. ADITI BOSE**, are being represented by their Constituted Attorney- **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, by faith – Hindu, by occupation – Business, residing at 375, Rajdanga Main Road, Police Station – Kasba, Kolkata–700107 by virtue of Registered Development of A Real Estate Project Along with Development Power of Attorney dated 14/10/2023, which was registered at the office of District Sub-Registrar II at Alipore and entered in Book No. 1, Volume No. 1602-2023 Page from 551105 to 551159, Being No. 160215827, for the year 2023.

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M/S. DREAMZ CONSTRUCTIONS, a sole Proprietorship Firm having its office at ROYZ Tower, residing at 375, Rajdanga Main Road, Post Office –EKTP, Police Station–Kasba, Kolkata- 700107, represented by its sole Proprietor- **SRI SANDEEP ROY** (PAN: ADJPR1721P; AADHAAR NO.7386 3615 2378), son of Sri Bibekananda Roy, by faith: Hindu, by occupation – Business, residing at residing at 375, Rajdanga Main Road, Post Office –EKTP, Police Station–Kasba, Kolkata- 700107, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

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_____ (PAN : _____; **AADHAR NO.** _____) son of _____, by faith-Hindu, by occupation - _____, Nationality-Indian; residing at _____, Post Office - _____, Police Station - _____, Kolkata-700____, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Sudhir Kumar Basu, son of Late Ishan Chandra Basu was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Danga land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza- Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, Police Station- Tollygunge, District and Additional District Sub Registration Office at Sealdah, District: 24 Parganas now South 24 Parganas, together with all right and easements, facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Sale dated 24.05.1955, the said Sudhir Kumar Basu sold, transferred and conveyed **ALL THAT** piece and parcel of Danga land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza- Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, Police Station- Tollygunge, District and Additional District Sub Registration Office at Sealdah, District: 24 Parganas now South 24 Parganas, unto and in favour of Smt. Rama Rudra, wife of Bani Bhusan Rudra. The said Deed of Sale was registered at the Office of Sub Registrar at Alipore and entered in Book No. I, Volume No.70, Page Nos.194 to 198, Being No. 3970 for the year 1955.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Rama Rudra was seized and possessed of the same as Owner and enjoying it by paying taxes and outgoing to the appropriate authority.

AND WHEREAS the said Smt. Rama Rudra after obtaining sanction plan from the Kolkata Municipal Corporation constructed a two storied building upon the aforesaid property and residing there with the members of her family.

AND WHEREAS the said Rama Rudra got her name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, under Asseessee No.21-100-04-0107-2, in its Ward No.100.

AND WHEREAS the said Smt. Rama Rudra died intestate on 17/11/2018 leaving behind her two married daughters, namely, Aditi Bose and Bhaswati Paul as her heirs and after the demise of Rama Rudra her two daughters jointly inherited the aforesaid property according to law each having undivided 50% share in it.

AND WHEREAS after getting the aforesaid property, by virtue of inheritance the said Aditi Bose and Bhaswati Paul become the joint absolute owners in respect of **ALL THAT** piece and parcel of Bastu land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza- Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, at and being KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.100, under Asseessee No.21-100-04-0107-2, District and Additional District Sub Registration Office at Sealdah, District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS the Owners were desirous to raise a multi-storied building upon the aforesaid property after demolishing the existing structure.

AND WHEREAS for want of experience and also necessary funds the Owners were not in a position to raise multi-storied building upon the aforesaid property for which the Owners were in search of the fittest person who is financially capable and having experience in the field of construction of buildings and to complete the proposed project.

AND WHEREAS M/s. Dreamz Constructions gained experience in the field of construction as developer with sound financial standing. Being aware of such intention of the Owners, M/s. Dreamz Constructions as Developer approached the Owners to enter into Development Agreement for a Real Estate Project along with Development Power of Attorney for the aforesaid property with a scheme to be formulated by the Owners and to empower the Developer to raise proposed construction and/or the project.

AND WHEREAS having relied upon aforesaid representation made by the Developer, the Owners and the Developer executed and registered a Development Agreement for a Real Estate Project along with Development Power of Attorney dated 14/10/2023 in respect of **ALL THAT** piece and parcel of Bastu land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza-Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, at and being KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.100, District: South 24 Parganas, the various terms and conditions mentioned therein. The said Agreement for Development of A Real Estate Project Along with Development Power of Attorney dated 14/10/2023, which was registered at the office of District Sub-Registrar II at Alipore and entered in Book No. 1, Volume No. 1602-2023 Page from 551105 to 551159, Being No. 160215827, for the year 2023 (hereinafter referred to as the ***“Development Agreement along with Development Power of Attorney”***).

AND WHEREAS in terms of the Development Agreement, the Developer in the name of the owners got a building plan sanctioned from the Kolkata Municipal Corporation being Building Permit No. 2023100256 dated 16/03/2024, (hereinafter called the “**Sanctioned Plan**”) for construction of a ground plus four storied building upon the aforesaid property.

AND WHEREAS in conformity with the sanctioned plan, the Developer completed construction of a Ground plus four storied building named as “**DREAMZ JYOTSNA**” (hereinafter called the “Said Building”) upon **ALL THAT** piece and parcel of Bastu land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza- Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, at and being KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.100, under Assessee No. 21-100-04-0107-2, District and Additional District Sub Registration Office at Alipore, District: South 24-Parganas, together with all rights and easements, facilities and amenities annexed thereto, which has specifically described in the **SCHEDULE-“A”** hereunder and hereinafter referred to as the “**Said Premises**”.

AND WHEREAS during the construction of the said building, out of the allocated part and/or portion of the Developer, the Developer declared to sell **ALL THAT** a self contained flat, being Flat No.____ measuring _____ **square feet carpet area**, _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building together with undivided proportionate share of the land underneath the building including right of easements, common facilities and amenities annexed thereto to the intending buyer(s).

AND WHEREAS being aware of such intention of the Developer, the Purchaser approached the Developer for purchasing the aforesaid flat and car parking space of its allocation and after inspecting the sanctioned building plan, its measurement, dimensions, documents of chain of title deeds and other muniments has agreed to purchase the said flat and car parking spaces in the said building and the Developer has agreed to sell **ALL THAT** a self contained flat, being Flat No.____ measuring _____ **square feet carpet area,** _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building specifically described in **SCHEDULE-“B”** hereunder written **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land comprised in the said premises and attributable to the said flat and car parking spaces and the common areas, portions and facilities and amenities in the said building (hereinafter collectively referred to as the “**said flat and car parking space**”).

AND WHEREAS on negotiation between the Developer and the Purchasers, the price for the said flat and car parking space has been settled at a total sum of Rs._____-/- (Rupees _____) only. The price mentioned as aforesaid for the said flat and car parking space includes undivided proportionate share of the land and the properties appurtenances thereto. The Developer and the Purchasers executed an Agreement for Sale dated _____ in respect of the said flat and car parking space.

AND WHEREAS the Purchaser has paid the entire consideration money to the Developer and the Developer delivered possession thereof to the Purchaser and the Developer hereby execute the Deed of Conveyance in respect of the said flat and car parking space together with undivided impartible proportionate share of the land including all common areas, portions, easement rights, facilities and amenities annexed thereto in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH as follows:-

- I. In pursuance of the Agreement for Sale dated _____ and in consideration of the said sum of Rs. _____/- (Rupees _____) only paid by the Purchaser to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Owners and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the said flat and car parking space unto the Purchaser) and the Owners as well as the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE "A"** hereunder written as well as the said flat and car parking space morefully described in **SCHEDULE-"B"** hereunder written of the said building **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE "C"** hereunder written in common with the Co-Owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat and car parking space more fully described in the **SCHEDULE "D"** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **SCHEDULE-"E"** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SCHEDULE-"F"** hereunder written **AND ALSO** subject to the Purchaser regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SCHEDULE "G"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in

connection with the said flat and car parking space and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owners into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the said flat and car parking space and the said undivided share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said flat and car parking space hereby conveyed, transferred and assigned unto and to the use of the Purchaser or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said flat and car parking space and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of his respective rights, liberties and appurtenances whatsoever unto the Purchaser absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said flat and car parking space and the said undivided share.

II. **THE OWNERS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Owners and the Developer to the contrary, the Owners are lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said proportionate undivided share in the

said land and the Developer is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- b) That the Developer has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said flat and car parking space and the Owners have full power and absolute authority to sell, grant, transfer and convey undivided impartible proportionate share in the said land unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said flat and car parking space and receive the rents issues and profits thereof without any unlawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owners or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the said flat and car parking space. The Owners and Developer indemnifies the purchase against all charges, lispens and/or encumbrances whatsoever made or suffered by the Owners and/or the Developer.
- d) That the Owners and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the said flat and car parking space from through or under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat and

car parking space hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

- e) That the Owners shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or his Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owners and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncancelled.
- f) That the Developer hereby further declare that he has no right, title and interest whatsoever in the said flat and car parking space so constructed by himself for and on behalf and at the cost of the Purchaser upon the said land comprised in the said premises.
- g) That the Owners or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser here under may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser.
- h) That the Purchaser shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said flat and car parking space in any manner whatsoever.
- i) That the Owners and the Developer shall help and assist the Purchaser in mutuating his name in the records of the Kolkata Municipal Corporation and other authorities in respect of the said flat and car parking space.
- j) That the Owners and the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

- k) The Developer hereby agrees and covenants with the Purchaser that all repairs and/or other rectification work shall be executed by the Developer within a period of 12 months after handing over possession of the said flat and car parking space to the Purchaser. If there is any Material damage and/or malfunctions, caused by any act directly attributable to the Purchaser, the same shall have to be remedied by the Purchaser or shall be charged as extra by the Developer.

III. **THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER** as follows :-

- a) That the Purchaser has inspected the building and the said flat and car parking space and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, completing the purchase hereunder.
- b) That the Purchaser has received peaceful vacant possession of the said flat and car parking space in complete satisfaction.
- c) That the Purchaser shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the **SCHEDULE "G"** hereunder.
- d) That the Purchaser shall all times hereafter make payment of all municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said flat and car parking space.
- e) That the Purchaser shall permit the Owners of other flats/ apartments and his surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said flat and car parking space for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down

maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.

- f) That the Purchaser shall keep the said flat and car parking space in good substantial repair and conditions so as to support and protect the other parts of the said building as she now enjoy.
 - g) That the Purchaser shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said flat and car parking space and as may be shown recorded in the meter installed at the space of the ground floor to record consumption of electricity at the said flat and car parking space.
- IV. The Purchaser or any other person occupies the said flat and car parking space shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring 5 (five) Cottahs, be the same or a little more or less, equivalent to 8 decimals, whereupon ground plus four storied building standing thereon, named as "DREAMZ JYOTSNA " lying and situated in R.S. Dag No. 289, under R.S. Khatian No. 158 of Mouza- Naktala, J.L. No. 32, R.S. No. 24, Touzi No.56, at and being KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.100, under Asseessee No.21-100-04-0107-2, District and Additional District Sub Registration Office at Alipore, District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Pre. No. 7/4

ON THE SOUTH BY : 16' feet wide Road

ON THE EAST BY : Pre. No. 11/A/1

ON THE WEST BY : Pre. No. 23/40.

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the said flat and car parking space agreed to be sold)

ALL THAT a self contained flat, being Flat No. _____ measuring _____ **square feet carpet area**, _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building together with the undivided proportionate share of the land mentioned in **SCHEDULE-A** hereinabove alongwith rights of easements, common areas, facilities and amenities annexed thereto, at and being KMC Premises No.22A, Durga Prasanna Paramhansa Road, Police Station : Regent Park now Netaji Nagar, Kolkata - 700040, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.100, District: South 24 Parganas. The said flat and car parking space is delineated with "**RED**" border in the plan annexed and the plan should be treated as part of the Agreement.

THE SCHEDULE "C" ABOVE REFERRED TO

(Common Areas/Portions)

1. Entrance and exits to the said premises and the building.
2. Boundary walls and main gate of the said premises and the building.
3. Roof Top of the building
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
6. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
7. Lift well with lift, machine room with all concerned accessories.

8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
9. Land underneath of the proposed building.
10. Common bath cum privy in the ground floor of the proposed building

THE SCHEDULE "D" ABOVE REFERRED TO

(Easements)

The Purchaser shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said flat and car parking space.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat and car parking space or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and / or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owner.

THE SCHEDULE "E" ABOVE REFERRED TO
(Covenants, rules and regulations)

1. **TITLE AND CONSTRUCTION** :

SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive Ownership, possession and enjoyment of the said flat and car parking space and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES AND IMPOSITIONS** :

2.1. The Purchaser shall after the transfer being completed in terms hereof, apply for and have the said flat and car parking space separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said flat and car parking space shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said flat and car parking space in the name of the Purchaser for the purpose of assessment of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the said flat and car parking space and proportionately in respect of the common portions, if any.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTION:**

3.1. Upon the Purchaser fulfilling his obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser shall co-operates with the Owners and the Developer in that respect.

3.2. The Purchaser shall not, in any manner, interfere or objection whatsoever in or with the functions of the Owners and/or the Developer and/or of the Association relating to the common purpose.

3.3. The Developer upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the Purchaser shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchaser shall, at his own costs, wholly in case it relates to the said flat and car parking space or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SCHEDULE "F" ABOVE REFERRED TO

(User of the said flat and car parking space and the common portions)

After the date of delivery, the Purchaser shall, at his own costs, keep the said flat and car parking space and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said flat and car parking space and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the Developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASER SHALL NOT DO THE FOLLOWING:

- a) To obstruct the other flat Owners and/or the Association in their acts, relating to the common purposes.
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other flat/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) To alter any portion, elevation or colour scheme of the said building.

- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.
- g) To use the said flat and car parking space or any part thereof for any purpose other than for residential purpose and parking car for which it is meant.
- h) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat and car parking space or the common portions.
- i) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/units in the said building and/or the adjoining building or building.
- j) To use/allow the flat or any part thereof used for any club, meeting, conference, nursing home, hospital, boarding house, eating place, restaurant or any other similar public purpose.
- k) To put or affix any sign-board name-plate or other things similar articles in the common portions or outside walls of the building and/or outside wall of the flat save and except at the place or places provided therefore or approved in writing by the association provided that nothing contained in this cause shall prevent the Purchaser from displaying a decent nameplate in the outside of the main door of the flat.
- l) To obstruct or to object the Flat Owners' Association from using or allowing other to use, transferring or making any construction or any part of the land comprised in the premises and/or the building to save the said flat.
- m) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat.
- n) To keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

- o) To make in their said flat and car parking space any structural additions or alteration except with the prior approval and/or permission in writing and with the sanction of the Kolkata Municipal Corporation without causing any damage in the said building or other the flat and car parking space of the said building.

THE SCHEDULE "G" ABOVE REFERRED TO
(Common expenses)

The Purchaser shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchaser;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services.
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1.

*Signature of the **OWNERS***

2.

*Signature of the **DEVELOPER***

*Signature of the **PURCHASER***

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____/- (Rupees _____) only as full and final consideration from the above named **PURCHASER** in respect of the said flat and car parking space mentioned in **SCHEDULE-“B”** hereinabove as per memorandum of consideration set forth hereunder:-

Particulars of the Consideration	Amount (₹.)
TOTAL AMOUNT	

(Rupees _____ only)

WITNESSES :

1.

Signature of the **DEVELOPER**

2.

Drafted by and Prepared
in the Office of :

Binay Kumar Seth

Advocate

Enrolment No.F/32/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.