

DEED OF CONVEYANCE

This Indenture is made on this day of....., 202....

BETWEEN

Mr. Gautam Saha, S/ o Late Pran Krishna Saha, Aadhar no. - 823689434282, PAN- AWLPS1242D, by faith- Hindu, by profession- Business, resident of C/ 4 Rosery Apartment, G. T.Road, Barabazar, Post & Police Station- Chandernagore, District- Hooghly, hereinafter called and referred to as the Land Owner (Which expression unless excluded by any express clause of this indenture shall include heirs, successors, administrators, legal representatives and assigns) of the First part.

The land owner is represented by his **Constituted Attorney** **MISS PAYAMANTHI MONDAL** (PAN- BKRPM3146H, Aadhaar No.- 4306 4122 6425), D/o. Sri Jayanta Kumar Mondal; by faith- Hindu; by profession- Business; resident of Gopal Babu Road, Charmandirtala, Post- Gondalpara, Police Station- Chandannagar, District- Hooghly, West Bengal, PIN- 712137; an Indian Citizen; appointed vide a Development Agreement cum Power of Attorney bearing Deed No.-.....dated registered in the office of A.D.S.R. Chandannagar

AND

M/S. PHOENIX, a Partnership Firm, PAN- AAWFP2664B, having its office at Gopal Babu Road, Charmandirtala, P.O. - Gondalpara, P.S.- Chandannagar, Dist.- Hooghly, Pin- 712137, represented by its Partners – **1. MR. PRITAM MONDAL** , S/o Pranab Kumar Mondal, PAN- BUCPM2421C, Aadhar No.- 6966 1076 9514 **2. PAYAMANTHI MONDAL** , D/o Sri Jayanta Mondal, PAN- BKRPM3146H, Aadhar No.- 4306 4122 6425 **3. SMT. SUKLA MONDAL**, W/o Pranab Kumar Mondal, PAN- AMUPM1844L, Aadhar No.- 3677 0963 8170 **4. SRI SUPRATIM**

MONDAL, S/o Subrata Kumar Mondal, PAN- EQKPM1073F, Aadhar No.- 9277 2392 8035 all by faith Hindu (Indian), all by Profession Business, all residents of Gopal Babu Road, Charmandirtala, P.O.- Gondalpara, P. S.- Chandannagar, Dist.- Hooghly, Pin- 712137, Indian Citizens, hereinafter called and referred to as the Developer, (Which expression unless excluded by any express clause of this indenture shall include heirs, successors, administrators, legal representatives and assigns) of the Second part.

AND

MR. ----- (PAN- -----, Aadhaar No.- -----), S/O; -----, by faith- hindu; by profession- service; resident of Uttar Natagar, Panuhati(m), Pansila, North 24 parganas, West Bengal, Indian Citizen, hereinafter called and referred to as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to this context shall mean and include his/her/their respective legal heirs, representatives, successors -in-office, administrators and/or assigns as the case may be) of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of Bastu land measuring about 2 Katha 14 Chatak 8 square feet or 0.047 Acre along with a Old Building Covered area situates at Sabinara Main Road, Post and Police Staton- Chanderngore District- Hooghly in the Holding No. 239 (new) / 196 (old), under Ward No. 19 Under Chandernagore Municipal Corporation, Mouza and P.S.- Chandernagore, J.L. No. 1, Sheet No.18, R.S. Dag No.-339, of R.S Khatian No. 150 corresponding to L.R. Dag no. - 466 of L.R. Khatian No.1410 was previously owned and possessed by Mrityunjoy Sett and others from whom the property was purchased by Six Sanyal brothers namely Dilip Sanyal, Dipendra Kumar Sanyal, Kanak Kumar Sanyal, Kalyan Kumar Sanyal, Kanti Kumar Sanyal and Kanchan Kumar Sanyal, by a sale deed in the year 1959. By purchase the aforesaid

six brothers became the owner of the property having 1/6th share individually.

Later on the said Kanti Kumar Sanyal and Kanchan Kumar Sanyal sold their share to the son of Dilip Kumar Sanyal namely Biplab Kumar Sanyal by a sale deed bearing no.-2586/ 1991 and Dilip Kumar Sanyal settled his share to his son Biplab Sanyal by a deed of Settlement bearing no.-2950/ 1991. Thus, later on the said Biplab Kumar Sanyal became the owner of $1/6 + 1/6 + 1/6 = 3/6^{\text{th}}$ share i.e. $\frac{1}{2}$ share of the property.

Dipendra Sanyal died leaving his wife Ava Sanyal and three daughters Sarbari Sanyal, Kaveri Dutta and Debjani Lahiri. The heirs of said Dipendra Sanyal sold their 1/6th share to Goutam Saha by a deed of sale bearing no.-2926/2021.

Kanak Sanyal died leaving his wife Chaina Sanyal, daughter Tulika Banerjee, Son Joydip Sanyal and heirs of predeceased son Sandip Sanyal namely Ishita Sanyal (wife of Sandip Sanyal) and Shreoshi Sanyal (daughter of Sandip Sanyal). Chaina Sanyal and Tulika Banerjee sold their share to Goutam Saha by a deed of Sale bearing no. -2952 of 2021, Joydip Sanyal sold his share to Goutam Saha by a Deed of Sale bearing no. -3972/ 2022 and Ishita Sanyal and Shreoshi Sanyal sold their share to Goutam Saha by a deed of sale bearing no.-3922/2022.

Kalyan Sanyal died leaving his wife Juthika Sanyal, son Bhaskar Sanyal and daughter Sumita Sanyal as his heirs and successors. The said heirs of Kalyan Sanyal sold their share to Goutam Saha by a deed of sale bearing no.-4825 of 2022.

Thus by dint of aforesaid deeds of sale Goutam Saha the Land owner of the instant Development Agreement became the owner of the Bastu property in measuring 2 katha 14 Chattak 8 squarefeet, LR Dag no.-466.

AND WHEREAS **ALL THAT** piece and parcel of Bastu land measuring about 1 Katha 01 Chatak or 0.017 Acre along with a Old Building Covered area situates at Sabinara Main Road, Post and Police Station - Chandernagore District- Hooghly in the Holding No. 240 (new), under Ward No. 19 Under Chandernagore Municipal Corporation, Mouza and P.S.-

Chandernagore, J.L. No. 1, Sheet No.18, R.S. Dag No. -338, of R.S Khatian No. 150 corresponding to L.R. Dag no. -465 of L.R. Khatian No.1410 was previously owned and possessed by Dipendra Kumar Sanyal, who purchased the property from Sukumar Chandra Dey, Prafulla Kumar Dey, Gobinda Chandra Dey and Suresh Chandra Dey by a deed of Sale bearing no.- 3587 of the year 1960 registered in the office of Joint Sub -Registrar Serampore at Chandernagore. Said Dipendra Kumar Dey sold the property to one Prdip Ranjan Goswami by a sale deed bearing no. -427 of 1998 registered in the office of ADSR Chandernagore. After purchase the said Pradip Ranjan Goswami was in possession of the property. Later on the said Pradip Ranjan Goswami died leaving his wife Sarbari Goswami, two sons Goutam Goswami and Abhishek Goswami as his heirs and successors. The said Sarbari Goswami, Goutam Goswami and Abhishek Goswami sold the property to Goutam Saha (The Land owner) by a deed of Sale bearing no.- 2793 of 2021 registered in the Office of ADSR Chandernagore.

By dint of aforesaid deed of sale the Land owner became the owner of the property measuring about 2 katha 14 Chattak 8 square feet in L.R. Dag no.-466 and 1 katha 1 Chattak Bastu Property in L.R. Dag no.-465.

Though the Land owner have experience in construction of Multi -storied building but due to scarcity of the Fund the Land owner have decided to handover the project of Multistoried building to any other Developer. Being known about the intension of the Land owner, the Developer approached the Land owner to do the aforesaid project in his own cost in exchange of the same the Developer will hand over a proportionate residential unit & parking space of the Multistoried building along with money the details of which has been mentioned in the Owner's Allocation hereunder. The Developer will be at liberty to sell the rest portion of the building to any intending purchaser and enjoy the profit on the same.

AND WHEREAS the LAND OWNERS decided to construct one Multi-storied building on the 'A' SCHEDULE PROPERTY and

had been in search of one experienced and financially capable Developer Firm for the aforesaid purpose. The DEVELOPER being known about the intention of the LAND OWNERS came forward and approached them to develop the 'A' SCHEDULE Property by constructing one Multi-storied building of at least five stories consisting of several self-containing Residential Flats, Commercial Spaces/Shoprooms and Garage Spaces on the 'A' SCHEDULE PROPERTY mentioned hereinbelow, and after considering the proposal of the DEVELOPER, the LAND OWNERS agreed to execute one Development Agreement cum Power of Attorney, which was registered in the office of A.D.S.R. Chandernagore bearing Deed No.- of.....dated

AND WHEREAS the DEVELOPER with a view to construct the Multi-storied building on the property mentioned in the 'A' SCHEDULE hereunder prepared a Building Plan and applied for the sanction of the same before the authority of Chandernagore Municipal Corporation and ultimately have got the Building Plan approved from Chandernagore Municipal Corporation bearing Plan No.- ----- dated -----, and started the construction of one G+3 Multi-storied building more specifically mentioned in the 'B' SCHEDULE hereunder on the 'A' SCHEDULE Property consisting of several self-contained Residential Flats, Commercial Spaces/Shoprooms and Garage Spaces.

AND WHEREAS after completing the entire construction of the 'B' SCHEDULE mentioned G+3 multi-storied building "MADHUVANTI", the DEVELOPER decided to sell out the Residential Flat / Commercial Space/Shoproom / Garage Space specifically mentioned in the 'C' SCHEDULE hereunder to various intending purchasers. **AND WHEREAS** the PURCHASER being known about the intention of the DEVELOPER

approached to purchase a Residential Flat / Commercial Space/Shoproom / Garage Space in the 'B' SCHEDULE multi - storied building and after making necessary inspection of all relevant documents and papers and being duly satisfied about the title and possession of the Property, has decided to purchase Residential Flat / Commercial Space/Shoproom / Garage Space bearing No.- A/1 on the Ground floor of the 'B' SCHEDULE mentioned "*MADHUVANTI*", having Carpet Area of - --- Sq.ft. (more or less), Covered Area of --- Sq. ft. (more or less) and ---- Sq.ft. (more or less) including Super built -up area, the details of which have been mentioned specifically in the 'C' SCHEDULE hereunder.

AND WHEREAS the DEVELOPER has agreed to allot the aforesaid 'C' SCHEDULE mentioned Residential Flat / Commercial Space/Shoproom / Garage Space having Carpet Area of ---- Sq.ft. (more or less), Covered Area of ----- Sq.ft. (more or less) and ---- Sq.ft. (more or less) including Super built-up area for a total consideration amount of Rs. ----- /- (Rupees ----- only). The PURCHASERS have agreed to purchase the said 'C' SCHEDULE mentioned Residential Flat / Commercial Space/Shoproom / Garage Space at the aforesaid consideration money and accordingly, the parties are executing this instant Deed of Conveyance on the day, month and year first above mentioned.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the payment of the total Consideration Amount of Rs. ----- (Rupees.....only) paid to the DEVELOPER by the PURCHASER, which the DEVELOPER hereby acknowledged and for the same and every part thereof, the LAND OWNERS and the DEVELOPER hereby acquit and release unto the PURCHASER, the Property being the undivided Proportionate share in the Land described in the

'A' SCHEDULE in respect of and calculated on the basis of the area of the Residential Flat / Commercial Space/Shoproom / Garage Space being No.- ---- on the Ground Floor of "SARGAM" described in the 'C' SCHEDULE hereunder having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 599 Sq.ft. (more or less) and 749 Sq.ft. (more or less) including Super built -up area and the LAND OWNERS and the DEVELOPER hereby convey and transfer, assign and assure unto the PURCHASER free from all encumbrances, charges, liens, trust, annuities, impedienc, attachments, debts or easement from the date of execution of the aforesaid Deed of Conveyance with all the undivided proportionate share of the Land and the Residential Flat / Commercial Space/Shoproom / Garage Space as aforesaid more fully described in the 'A' & 'C' Schedules in particular. The undivided proportionate share in the land underneath in respect of the G+4 Multi-storied Building mentioned in the 'B' SCHEDULE or the Residential Flat / Commercial Space/Shoproom / Garage Space described in the 'C' SCHEDULE hereinafter referred to as "The Said Property" or howsoever otherwise, the said property now situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, rights, appendages, appurtenances , walls, paths, passages, sewerages, drain water, water sources and the benefit and advantages to ancient and other rights whatsoever to the said property or any part thereof, now are or hereinbefore were held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, boundary walls and other rights and liberties whatsoever to the said property belonging in any way appertaining thereto and the reversion or reversions, remainder or reminders, rents, issues and profits whatsoever thereof and of every part thereof and all the estate, right, title, interest,

claims and demands whatsoever, doth at law and equity of the LAND OWNER and the DEVELOPER into and upon the same or any part thereof.

TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred or expressed or intended so to be and every part there unto and to the use of the PURCHASER absolutely and forever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force, subject to the provisions of the West Bengal Apartment Ownership Act, 1972, and its subsequent amendments and all the rules and regulations and agreement/s lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes assessment etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Municipal Authority and the LAND OWNER and the DEVELOPER doth hereby covenant with the PURCHASER that notwithstanding any Act, deeds of things by the DEVELOPER made, done or execute or knowingly suffered with the contrary, the LAND OWNERS and the DEVELOPER now have good right and full and absolute power and indefeasible title to transfer and said property hereby sold and conveyed or expressed or intended so to be with the appurtenances unto the PURCHASER in the manner aforesaid AND THAT the PURCHASER shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the LAND OWNERS or the DEVELOPER or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquired exonerated and released or otherwise by and at the cost and expenses the LAND OWNERS and the DEVELOPER will

and sufficiently saved, indemnified and keep on and from and against all manner of claims, charges, liens, debts, attachments, encumbrances, debtor, miscellaneous charges for maintenance and residence whatsoever made or suffered or created by the LAND OWNERS or their predecessor - in-interest or the DEVELOPER or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the LAND OWNERS and the DEVELOPER will from time to time and at all times hereinafter at the request and cost of the PURCHASER do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the PURCHASER in any manner aforesaid or shall or may be reasonably required.

SCHEDULE OF RULES AND REGULATION TO ABIDE BY THE PURCHASERS

- a) The PURCHASER shall abide by the bye-laws and shall bear and pay their proportionate share or part in the common expenses required by the other Apartment owners.
- b) The PURCHASER shall use the said Residential Flat / Commercial Space/Shoproom / Garage Space mentioned in the 'C' SCHEDULE hereunder for residential purpose of their family, relatives, leasee, and licensee / carrying out his/her business and for no other purposes. The PURCHASER will not allow any person who shall disturb the peace of the other flat owners or occupiers of the multi-storied building.
- c) The PURCHASER shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the PURCHASER add any material structure or excavate any addition basement.

- d) The PURCHASER shall be liable to pay the proportionate share of Municipal Tax and also of the common expenses for the maintenance of the common areas and facilities and such payment could have been made by the PURCHASER to the DEVELOPER or any person authorized by the other flat owners of the building who has been made in charge to look after the maintenance and other common expenses of the building (to be changed from time to time).
- e) The PURCHASER shall be liable to pay Proportionate share for the Transformer to be installed according to the quotation of West Bengal State Electricity Distribution Company Limited (WBSEDCL) and the PURCHASER shall also be liable to pay for the electric connection in their name in the Residential Flat / Commercial Space/Shoproom / Garage Space owned by them.
- f) The PURCHASER shall not damage or alter or dismantle any wall or any material change in the main structure of the building.
- g) The PURCHASER shall not use the Residential Flat / Commercial Space/Shoproom / Garage Space mentioned in the 'C' SCHEDULE hereunder for keeping or storing any combustible substances, inflammable, obnoxious, injurious, hazardous or dangerous article in the said unit & Parking space or in any part of the said building,
- h) The PURCHASER shall not do nor permit to do which is likely to cause any nuisance disturbances or annoyance of the co - owners in the said building or the adjoining buildings.
- i) The PURCHASER shall not alter any outer portion or elevation or structure of the building.
- j) The PURCHASER shall not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit /flat & parking space or the building of the common portion with or without the permission of the Co-owners/Flat owners' Association.

- k) The PURCHASER shall not throw or accumulate or cause to throw or accumulate any dirt, rubbish or other refuse in the common portion of the building.
- l) The PURCHASER shall not use the said unit /flat & parking space for the purpose connected with hotel club, restaurant, nursing home, boarding house, manufacturing or procession work or storage or store room or go down or office or shops unless expressly permitted by the Service Organization / Co-Flat Owners' Association in writing.
- m) The PURCHASER shall not carry on or cause to carry on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal activity or business etc. in or through the said unit/flat & parking space.
- n) The PURCHASER shall not break any wall or walls of the said unit & parking space or open out any window or any other apparatus protruding outside the exterior of the said unit/flat & parking space for the purpose of installing window, air conditioner exhaust fan or otherwise without the prior express written permission of the Association.
- o) The PURCHASER can display a decent name plate on the main door or just above the main door of their unit/flat & parking space.
- p) The PURCHASER shall not keep any heavy articles or things which are likely to damage the floor or operate any machine except the usual domestic appliances.
- q) The PURCHASER shall not misuse the Lift facilities and shall close the lift door every time after its use.
- r) The PURCHASER shall not draw any wire, cable or pipe from or to or through any of the common portions on the outside walls of the said unit & parking space or the other units & parking space, saves in the manner indicated in writing by the DEVELOPER or the Service Organization of the Flat Owners' Association.

AND THAT the PURCHASER are fully satisfied with the plaster of outer walls and of the inner walls and ceiling of the Flat along

with all the fixtures and fittings installed inside and outside the Residential Flat / Commercial Space/Shoproom / Garage Space in question. AND the PURCHASER further covenant with the DEVELOPER that they will not at any time demolish any part of the said Residential Flat / Commercial Space/Shoproom / Garage Space and also they will not do any act deed or things which might be objected by the DEVELOPER as well as other co- flat owners and that the PURCHASER will obey and maintain the terms and conditions as laid down in the 'H' SCHEDULE hereunder.

The right to use the roof of the building will not be treated as the part of the common areas of the building and such rights will remain exclusively with the DEVELOPER till the formation of the Flat owners' Association by the PURCHASER and the owners of the other flats/units & parking space, ultimately to whom the right to use the roof along with its maintenance will vest.

The DEVELOPER reserves their right to construct an additional floor on the top of the four storied building after getting a revised Building Plan sanctioned from Chandernagore Municipal Corporation.

The Map appended herewith will be treated as a part and parcel of this Deed.

'A' SCHEDULE ABOVE REFERRED TO

(The Land)

- 1. ALL THAT** piece and parcel of Bastu land measuring about 2 Katha 14 Chatak 8 square feet or 0.047 Acre along with a Old Building Covered area situates at Sabinara Main Road, Post and Police Staton - Chandernagore District- Hooghly in the Holding No. 239 (new) / 196 (old), under Ward No. 19 Under Chandernagore Municipal Corporation, Mouza and P.S.-

Chandernagore, J.L. No. 1, Sheet No. 18, R.S. Dag No. - 339, of R.S Khatian No. 150 corresponding to L.R. Dag no.-466 of L.R. Khatian No.1410

- 2. ALL THAT** piece and parcel of Bastu land measuring about 1 Katha 01 Chatak or 0.017 Acre along with a Old Building Covered area situates at Sabinara Main Road, Post and Police Staton - Chandernagore District - Hooghly in the Holding No. 240 (new), under Ward No. 19 Under Chandernagore Municipal Corporation, Mouza and P.S.- Chandernagore, J. L. No. 1, Sheet No. 18, R.S. Dag No. - 338, of R.S Khatian No. 150 corresponding to L.R. Dag no.-465 of L.R. Khatian No.1410.

The Property is butted & bounded by: -

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

'B' SCHEDULE ABOVE REFERRED TO

(The Building)

The four storied building constructed upon the 'A' SCHEDULE property according to the Building Plan sanctioned by Chandernagore Municipal Corporation vide Plan No.- -----
---- Dated ----- in the name and style of "MADHUVANTI".

'C' SCHEDULE ABOVE REFERRED TO

(The Flat)

ALL THAT the piece and parcel of the self - contained Residential Flat / Commercial Space/Shoproom / Garage Space bearing No.- _____ on the Ground floor of the 'B' SCHEDULE mentioned multi-storied building having Carpet Area of 523 Sq.ft. (more or less), Covered Area of 599 Sq.ft. (more or less) and 749 Sq.ft. (more or less) including Super built-up area, including all rights of common parts & areas, common benefits and facilities etc.

(The Parking)

ALL THAT the piece and parcel of the self - contained parking space bearing No.- _____ on the Ground floor of the 'B' SCHEDULE mentioned multi-storied building having Area of _____ (more or less).

appurtenant thereto mentioned in the 'D' and 'E' Schedules hereunder.

The Residential Flat / Commercial Space/Shoproom / Garage Space is butted and bounded by: -

ON THE NORTH: - common passage.

ON THE SOUTH: - garage and common passage.

ON THE EAST: - common passage.

ON THE WEST: - lift and stairs.

'D' SCHEDULE ABOVE REFERRED TO

(Common parts & portions)

- i. The Entrance, Exits, Boundary walls, Common Paths and Common Passages.
- ii. Stair case, Stair case landings on all floors.
- iii. Rooms or spaces for water pumps, Water Pump with water distribution pipes, overhead water tanks, reservoir, water pipes (except only those are installed within the exclusive area of any Unit & parking space and /or exclusively for the use of the PURCHASER).
- iv. Foundation, columns, beams, supports.
- v. Lift along with Lift room and Lift machine room
- vi. The Main gate to the premises and the building
- vii. External electrical installations, switch-boards and all other electrical wiring and fittings (except only those are installed within the exclusive area of any unit & parking space and/or exclusively for the use of the PURCHASER).
- viii. Drains, sewerage, septic tanks and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit & parking space and /or exclusively for the use of the PURCHASER).
- ix. The right over the roof of the multistoried building will be exclusively with the DEVELOPER, but the PURCHASER may use the roof for domestic purposes only.

- x. Such other common parts/areas, equipments, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers/co-flat owners of the same building.

'E' SCHEDULE ABOVE REFERRED TO
(Common benefits & facilities)

- i. Use of Drain/ Sewerages / Pipe from the building to the Municipal drain.
- ii. Easement right over the common passages around the building along with the entrance from the main gate to the Unit & parking space.
- iii. Water supply from the reservoir through the Water Pump and Overhead Tanks.
- iv. Use of Stair case space and along with Landings.
- v. Lightening in the common passages and other common areas, stair cases along with the common Stair cases and Landings and Head room.
- vi. Common access to the Lift from the ground floor to the top floor.

'F' SCHEDULE ABOVE REFERRED TO
(Common Expenses)

- i. All expenses for maintenance, operating, replacing, repairing, renovating and painting of the common portion and the common areas in the building including the outer walls of the Building.
- ii. All expenses for running and operating all machinery equipments, installations comprised in the common portions including water pumps electrical installations including the cost of repairing, replacing the same.
- iii. Salaries and other emoluments and benefits of and all other expenses of the person employed or to be employed for the common purposes such as caretaker, supervisor

- accountant, darwans, security personnel, sweepers, plumbers, electricians, and other maintenance staffs if any;
- iv. Cost of insurance premium for insuring the building and/or the common portions.
 - v. All charges and deposits for supplies of common utilities for the co- flat owners in common.
 - vi. Municipal tax, land tax water tax and other levies in respect of the premises and the building (save and except those are separately assessed in respect of any U nit of the PURCHASER).
 - vii. Cost of formation and operation of the service organization / Association including the office expenses.
 - viii. Electricity charges for the operation of the equipments and installations for the common service and lighting the common portions.
 - ix. All legal expenses incurred or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
 - x. All other expenses and/or outgoing as would be incurred by the DEVELOPER and/or by the Society/Service Organization or association for the common purposes.

'G' SCHEDULE ABOVE REFERRED TO
(Management And Maintenance)

- i. The Co-Owners of the flats/units & parking space shall form an Association/Society for the common purposes including taking over all obligations with regard top management, control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act, 1972. The Association or society may frame rules, regulations, and Bye-Laws from time to time for the maintaining quiet and peaceful enjoyment of the said building.

- ii. Upon formation of the Association/Society the LAND OWNERS / DEVELOPER shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASER or otherwise after adjusting all amounts then remaining due and payable by the Purchaser and the amounts so transferred here before the be so held by the Association/ Society under account of Purchaser of the purpose of such deposits.

'H' SCHEDULE ABOVE REFERRED TO
(PURCHASER's Covenants and Obligations)

- i. To keep the said unit/flat & parking space and common portion neat and clean.
- ii. To use the said unit & parking space and all the common portion carefully and quietly
- iii. Not to use the unit/flat & parking space for any illegal or immoral purpose.
- iv. To use and enjoy the said unit & parking space exclusively and the common portion only to the extent required for ingress to and egress from the said unit/flat & parking space
- v. To comply with the statutory laws, requisition, or notification, applicable to the said unit & parking space.
- vi. Not to injure or damage the common portions or any other units & parking space in the buildings.
- vii. Not to alter any outer portion or elevation or structure of the building.
- viii. Not to decorate or paint or otherwise after the colour scheme of the exterior of the said unit/flat & parking space or the building of the common portion. With permission of the Co-owners/Service organization.
- ix. Not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portion of the building.
- x. Not to use the said unit /flat & parking space for the purpose connected with hotel club, restaurant, nursing home, boarding house, etc

unless expressly permitted by the Service Organization in writing.

- xi. Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal activity or business etc. in or through the said unit/flat & parking space.
- xii. Not to store or keep or allow anyone to store or keep any inflammable, combustible, obnoxious, injurious, hazardous or dangerous articles in the said unit & parking space or any other part of the building or the said land.
- xiii. Not to misuse the Lift or not to carry any heavy article in the Lift.
- xiv. Not to break any wall or walls of the said unit & parking space or open out any window or any other apparatus protruding outside the exterior of the said unit/flat & parking space for the purpose of installing window, air conditioner exhaust fan or otherwise without the prior express written permission of the service organization.
- xv. The Purchaser can display a decent Name Plate at the main gate of the residential flat.
- xvi. Not to affix or draw any wires, cables or pipes, from and to or through any of the common portion.
- xvii. Not to keep any heavy articles or things which are likely to damage the floor or operate any machine except the usual domestic appliances.

IN WITNESS WHEREOF the LAND OWNERS, DEVELOPER and the PURCHASER freely and voluntarily understanding the contracts hereunto set and subscribe their respective hands and seals and execute this Deed of Conveyance on this day, month and year first above mentioned.

Self attested Passport size photograph of the Presentant has been affixed on the front page of the document & its filing copy. The rest self-attested Passport size photograph & finger prints of both hands of the concerned parties has been affixed on separate sheets & its filing copy. The document has been completed on Sheets.

**SIGNED SEALED & DELIVERED BY THE
ABOVE NAMED PARTIES IN PRESENCE OF
WITNESSES:-**

1.

Signature of the LAND
OWNERS

2.

--

Signature of the DEVELOPER

--

**DRAFTED AND PRINTED
BY**

Signature of the PURCHASER

DEBJIT GHOSH
Advocate
Chandernagore Court
Chandernagore, Hooghly
Enrolment no.-
WB/1AA/1997

MEMO OF CONSIDERATION

Received the total consideration amount of Rs. 23,50,000./-
(Rupees twenty-three lakh and fifty thousand only) from the
PURCHASER in the following manner: -

- 1.
- 2.
- 3.

Signature of the
DEVELOPER