

DEED OF CONVEYANCE

THIS CONVEYANCE made this day of Two Thousand
(201....)

AMONG

1) SRI MIHIR PAUL alias MIHIR PAL (PAN - AJLPP6694B & AADHAAR No. 7300 3057 7281), Son of Late Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upendra Paul, by Occupation – Business, by Nationality – Indian, By Faith – Hindu, residing at - Elias Road, P.O.- Kamarhati, P.S.- Belghoria, District - North 24 Parganas, Kolkata-700058, West Bengal.

2) SRI SISHIR PAUL alias SIHIR PAL (PAN - AFVPP4075N & AADHAAR No. 6865 7769 5590), Son of Late Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upendra Paul, by Occupation – Business, by Nationality – Indian, By Faith – Hindu, residing at – 67, Tirtha Bharati, P.O.- Sodepur , P.S.- Ghola, District - North 24 Parganas, Kolkata-700110.

3) SMT. ARUNA GHOSH (PAN - DWQPG0025Q & AADHAAR No. 4439 4595 1811), daughter of Late Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upendra Paul, Late Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upendra Paul, by Nationality – Indian, by faith – Hindu, by Occupation – House Wife, residing at – 4, Panihati Hospital, Tirtha Bharati, P.O.- Sodepur , P.S.- Ghola, District - North 24 Parganas, Kolkata-700110.

4) SMT. SOMA DEY, (PAN - BKKPD3222Q & AADHAAR No. 8169 8803 7928), daughter of Late Uttam Pal, by faith - Hindu, by Nationality – Indian, by Occupation - House Wife, residing at – Bodhikanan, Block - B, P.O.- Sodepur , P.S.- Ghola, District - North 24 Parganas, Kolkata-700110.

5) SMT. RUMA DAS (PAN - AYJPD2066J & AADHAAR No. 8341 5099 2915), daughter of Late Uttam Pal, by faith - Hindu, by Nationality – Indian, by Occupation - House Wife, residing at 14, Sakti Pally, D.P. Nagar, P.O & P.S - Belghoria, Kamarhati(m), District - North 24 Parganas, Kolkata-700056.

6) SRI DIPJIT DAS alias DIPAJIT DAS (PAN – CDAPD1526P & AADHAAR No. 4884 5686 9273) son of Ranjit Kumar Das alias Ranjit Das, by Nationality – INDIAN, by faith Hindu, by Occupation – Business, residing at A/16, Tirthabharati, P.O.- Khardah now Ghola, P.S.- Sodepur, Panihati (m), 24 Parganas North, Kolkata-700110, all are the vendors represented by their constituted attorney **“ADITYA CONSTRUCTIONS CO”** a PROPRIETORSHIP FIRM having its Registered Office at 47,Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-

700056 WB being represented by **Mr. BISWAJIT TRIVEDI** (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 vide two separate Development Agreement Cum Power of Attorney dated **19th May 2023** and registered at the office of the Additional District Sub Registrar, Sodepur, North 24 Parganas and entered in Book No. **I**, CD Volume No. **1524-2023**, Pages from **136157 to 136189**, Being No. **152403821** for the year **2023 AND** dated **22nd January 2024** Book No. **I**, CD Volume No. **1524-2024**, Pages from **12590 to 12614**, Being No. **152400446** for the year **2024** respectively hereinafter jointly referred to as the VENDORS/LANDOWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heirss, respectively hereinafter jointly referred to as the VENDORS/LANDOWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heirss, executors, administrators, legal representatives and assigns) of the FIRST PART

AND

(1) XXX XXXXXX XXXXXX (PAN XXXXXXXXXXXXX), Wo/So of xxx xxxxx xxxxx, by religion XXXXX, by Nationality Indian, by occupation- XXXXX **(2) XXX XXXXX XXXXXXXX** (PAN XXXXXXXXXXXXX), Wo/So of xxxx xxxxx xxxxxxxx, by religion xxxxx, by Nationality Indian, by occupation- xxxxx, both are residing at, District hereinafter jointly referred to as the **"PURCHASERS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

ADITYA CONSTRUCTIONS CO a PROPRIETORSHIP FIRM having its Registered Office at 47, Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-700056 being represented by its proprietor Mr. BISWAJIT TRIVEDI (PAN AHPPT5484K & AADHAAR 7533 7949 2018) by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 47, Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia, District North 24 Parganas, Kolkata– 700 056, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the THIRD PART.

WHEREAS, One Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upandra Paul, son of Late Rajani Kanta Paul registered a gift Deed from the Governor of the West Bengal with the intent to rehabilitate the refugees registered at A.D.R. North 24 Parganas Book No-I, Volume No- XII, Pages 61 to 64 Being No-766, dated 31-12-1988 the land measuring 2 Cottahs 14 Chittacks 0 Sq.Ft., located at Mouza- Natagarh, L.O.P. No. 14, C.S. Plot No. 2058 (Part), J. L No.15, Khatian No. 1807, P.O. – Sodepur, P.S – Khardah Now Gholia, District - North 24 Parganas, Kolkata-700110.

AND WHEREAS after obtaining the aforesaid property the said Sri Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upandra Paul became the absolute owner and he mutated his name in the office of local Panihati Municipality vide Holding No. 190, under Ward No. 31 and in respect of aforesaid property and since then the landowner has been paying all relevant Taxes regularly and the property is free from all sorts of encumbrance, lien, charges whatsoever in any corner.

AND WHEREAS said Upendra Pal alias Upendra Nath Paul alias Upendra Ch. Pal alias Upandra Paul deceased on 24.03.1998 and left behind his 4 (Four) children, sons namely MIHIR PAL alias MIHIR PAUL, SISHIR PAL alias SISHIR PAUL, UTTAM PAL, Daughter namely ARUNA GHOSH, and wife namely Malina Rani Paul died on 21-02-1987 before her Husband's Death.

AND WHEREAS said Uttam Paul deceased on 12-03-2018 and left behind his 2 (Two) children, Daughters namely 1) SOMA DEY, 2) RUMA DAS, and wife namely Sabita Pal died on 31-01-2017 before her Husband's Death.

AND WHEREAS in the event that have happened the said MIHIR PAL alias MIHIR PAUL, SISHIR PAL alias SISHIR PAUL, Daughter namely ARUNA GHOSH, SOMA DEY & RUMA DAS both Daughters of Uttam Paul by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of ALL THAT piece or parcel of land measuring an area of 2 (Two) cottahs 14 (FOURTEEN) chittacks be the same a little more or less together a building measuring an area of 1000 sq.ft. and presently the said property has been reassessed and renumbered appertaining to Mouza Natagarh, J.L. No. 15, C.S. & R.S. 2058, lying and situated at Holding No. 190, under Panihatii Municipality, Ward No. 31, P.O-Sodepur, P.S. Gholia, District North 24 Parganas fully mentioned in the First Schedule Part-I hereunder written.

AND WHEREAS One HARIPADA DAS, son of Late Chandra Mohan Das, registered a gift Deed from the Governor of the West Bengal with the intent to rehabilitate the refugees registered at A.D.R. North 24 Parganas Book No-I, Volume No- I, Pages 81 to 84, Being No- 21, dated 16.03.1989 the land measuring 2 Cottahs 14 Chittacks 0 Sq.Ft., located at Mouza- Natagarh, L.O.P. No. 16, C.S. Plot No. 2058 (Part), J. L No.15, P.O – Sodepur, P.S – Khardah Now Ghola, District - North 24 Parganas, Kolkata-700110.

AND WHEREAS after obtaining the aforesaid property the said HARIPADA DAS became the absolute owner and he mutated his name in the office of local Panihati Municipality vide Holding No. 191, Tirtha Bharati, under Ward No. 31 and in respect of aforesaid property and since then the landowner has been paying all relevant Taxes regularly and the property is free from all sorts of encumbrance, lien, charges whatsoever in any corner.

AND WHEREAS a Deed of Gift vide No **03934** which was executed on 21.07.2017 duly registered at A.D.S.R.O. Sodepur, recorded in Book No. I, Volume No. **1524-2017**, Pages from **111537 to 111557**, being No. **152403934** for the year **2017** by **Sri HARIPADA DAS** in favor of his grandson **Sri DIPJIT DAS** alias DIPAJIT DAS (son of Ranjit Das alias Ranjit Kumar Das), gifting him one Bastu land measuring **640** Sq.Ft with 502 Sq.Ft. residential structure out of aforesaid the land measuring 2 Cottahs 14 Chittacks 0 Sqft. More or less, located at Mouza- Natagarh, L.O.P. No. 16, C.S. Plot No. & R.S. DAG No. 2058 (Part), J. L No.15, R.S. Khatian No. 1807, P.O – Sodepur, P.S – Khardah Now Ghola, District - North 24 Parganas, Kolkata-700110.

AND WHEREAS after obtaining the aforesaid land morefully described in the First Schedule hereunder, the said SRI DIPJIT DAS alias DIPAJIT DAS became the absolute owner of the said Land and he mutated her name in the records of local Panihati Municipality vide Holding No. 191, Tirtha Bharati, under Ward No. 31 and in respect of aforesaid property and since then the landowner has been paying all relevant Taxes regularly and the property is free from all sorts of encumbrance, lien, charges whatsoever in any corner.

AND WHEREAS the said 1) MIHIR PAL alias MIHIR PAUL, 2) SISHIR PAL alias SISHIR PAUL, 3) SOMA DEY, 4) RUMA DAS 5) DIPJIT DAS alias DIPAJIT DAS having decided to develop the "said land " and to erect a **G+ Three Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Panihati Municipality**.

AND WHEREAS the said 1) MIHIR PAL alias MIHIR PAUL, 2) SISHIR PAL alias SISHIR PAUL, 3) SOMA DEY, 4) RUMA DAS 5) DIPJIT DAS alias DIPAJIT DAS having decided to develop the "said land " and to erect a G+ Three Storied commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new G+ Three Storied residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the Panihati Municipality.

AND WHEREAS on 19th May 2023 the landowners namely 1) MIHIR PAL alias MIHIR PAUL, 2) SISHIR PAL alias SISHIR PAUL, 3) SOMA DEY, 4) RUMA DAS herein executed and registered a Development Agreement with Development Power Of Attorney with ADITYA CONSTRUCTIONS CO herein being represented by its Proprietor Mr. BISWAJIT TRIVEDI (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056, the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1524-2023, Pages from 136157 to 136189, being No. 152403821 for the year 2023 & Land Owner namely SRI DIPJIT DAS alias DIPAJIT DAS herein entered into a Development Agreement with Development Power of Attorney which was executed on 22.01.2024, vide Deed No. 446 and entered into Book No. I, Volume No. 1524-2024, Pages from 12590 to 12614 for the year 2024, registered in the office of A.D.S.R. Sodepur with the Developer for such purposes under the terms and conditions fully mentioned therein.

AND WHEREAS the Owners in course such owning and possessing of the property mentioned hereinabove and hereunder written in the schedule having desirous of developing jointly the said premises by constructing a new building after demolishing the existing structure in accordance with the plan or plans sanctioned by **Panihati Municipality** at the aforesaid land of the Owners and accordingly the said two holdings being Holding No. **190** Tirtha Bharati, Holding No. **191**, Tirtha Bharati duly amalgamated in to a single holding being **Holding No. 190** Tirtha Bharati fully mentioned in the **First Schedule Part-III** hereunder written.

AND WHEREAS the said Developer herein having decided to develop the "said land" and to erect a **G + Three Storied** commercial cum residential building thereat duly obtained a building sanction plan Being No **SWS-OBPAS/2123/2024/0215** dated 01.10.2024 sanctioned by the **Panihati Municipality**.

AND WHEREAS in terms of the hereinbefore in part recited deed of Development Agreement the said Developer has completed the construction of the said pucca brick built **G+Three Storied** residential cum commercial building on the said land consists of several flats, units & garage in the said building and premises known as "**ADITYA CROWN**" fully mentioned in the **FIRST SCHEDULE** hereunder written and the said Developer and the Owners intend to sell certain flats in the said building;

AND WHEREAS the Purchasers having interested to purchase a self-contained residential flat in the said building duly inspected all the relevant title deeds, documents of the said Owners, the Developer's authority and right therein, the sanctioned building plan, structural plan and also areas, dimensions, measurements, specifications and other details whatsoever concerning the said property/ building and the flat and has satisfied themselves with regard thereto;

AND WHEREAS the Purchasers approached the Developer and agreed to purchase from the Developer's allocation a **Flat, Being Flat No.**, measuring a carpet area of **sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the Facing on the **Floor** comprising of **bed rooms, dining/drawing, ... kitchen, toilets & balconies** of the **G Plus Three storied** (herein after referred to as the said

Flat) fully mentioned in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building fully mentioned in the **THIRD SCHEDULE** hereunder written at or for the price of **Rs./-(Rupees) only**

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of **Rs./-(Rupees) only** well and truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchasers the said **Flat Being Flat No.**, measuring a carpet area of **..... sq. ft.** be the same a little more or less & having **.....sq.ft** balcony on the **..... Facing** on the **..... Floor** comprising of **..... bed rooms, dining/drawing, one kitchen, toilets & one balconies** of the **G Plus Three storied** fully mentioned in the **SECOND SCHEDULE** hereunder written together with **ALL THAT** the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouza- Natagarh, Plot No. 190, C.S.DAG No. 2058, under Khatian Nos. 6, J. L No. **15** , Holding 190, Tirtha Bharati, P.O. – Sodepur, District 24 Parganas North, Kolkata-700 110, fully and particularly described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the **THIRD, SCHEDULE** hereunder written in common with the co-owners of the building **AND** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said flat all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively **TOGETHER WITH** their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchasers **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the

beneficial use and enjoyment of the said flat belonging to the Purchasers **TO HAVE AND TO HOLD** the said share in the said premises and the said flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchasers absolutely and forever free from all encumbrances and attachments whatsoever (save those as are expressly mentioned herein) **AND** observance fulfillment and performance of the restrictions terms and conditions covenants and obligations **AND** the Owners and the Developer shall have no liability and/or right whatsoever on the said flat described in the "**Second Schedule**" hereunder written after the date of execution of this Deed of Conveyance **AND** it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owner or the Developer **AND** further the Owner and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said flat and proportionate share in the said land from through under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchasers do make acknowledge and execute or cause to be done made 'acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat here by sold granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

- i) **PREMISES** shall mean the bastu land measuring an area of **3(Three) Cottahs 12 (Twelve) chittack 10 (Ten) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as **"ADITYA CROWN"** appertaining to Mouza Natagarh, Plot No. 192 C.S.DAG No. 2058, , under Khatian Nos. , J. L No.15 , Holding at 192 Teachers' Co Operative Society, P.O. – Sodepur, District 24 Parganas North, Kolkata-700 110, District North 24 Parganas fully mentioned in the **FIRST SCHEDULE PART-III** hereunder written and wherever the context so permits or intends shall also include the building thereon.
- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat and described in the Second Schedule hereunder written
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNER** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own Rats in the said premises.
- v) **COMMON** areas and installations shall mean and include the stair-case landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third Schedule hereunder written and expressed or intended for common use and enjoyment of the co-owners.
- vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the

matters of common interest of the co-owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the Fourth Schedule hereunder written and the said expenses to be paid proportionately along with other co-owners of the premises.

vii) **SAID UNIT** shall mean the said complete flat and/or other spaces as mentioned and described in the Second Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.

viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-owners that may be formed for the purpose of management, maintenance and administration of the common purpose.

ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always

indivisible and impartible and the Purchasers shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim any division or partition or separation thereof.

3. The Purchasers shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the **Fourth Schedule** hereunder written.
4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
5. The Purchasers shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said flat hereby purchased.
6. The Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.
7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding areas roofs or staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

8. That upon registration the Purchasers shall have right to mutate their name as owners of the said flat in the records of the Kamarhati Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.
10. The Purchasers shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
11. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them on the basis of registration of the sale deed of the said flat.
12. As long as the said flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent garage/flat and full ownership of other walls, shutter and ail fittings and shall be entitled to repair and maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their fiat nor seek partition of the common area and facilities,
14. The Purchasers shad allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
15. The Purchasers shall not store in the said flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.
16. The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the fiat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can

also fix personal service amenities etc. in their flat without disturbing the co-owners.

17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers shall do the following act;
 - (i) Make any unnecessary noise;
 - (ii) Leave any litter other than in a place provided for the purpose;
 - (iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.
18. The Purchasers shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require there to do from time to time for safeguarding the said building and the interest of other co-owners.
19. The Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

ALL THAT piece or parcel of land measuring an area of 2 (Two) cottahs 12 (one) chhattack be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**Aditya Crown**" appertaining to Mouza Natagarh, L.O.P No.-14, J.L No, 15, C.S. & R.S. Plot No. 2058, lying and situated at Tirthabharati, Holding No. 190, under Panihati Municipality, Ward No. 31, P.S. Gholra, District North 24 Parganas and the same is butted and bounded by:

On the North	: L.O.P. NO- 13.
On the South	: Municipal Road.
On the East	: L.O.P. NO- 16.
On the West	: L.O.P. NO- 12.

THE SCHEDULE A-II ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of 0 (zero) cottah 14 (fourteen) chhattack 10 (ten) square feet be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**Aditya Crown**" appertaining to Mouza Natagarh, J.L. No. 15, L.O.P. No. 16, and R.S. Khatian No. 16, C.S./R.S. Plot No. 2058(P), Tirth Bharathi, P.O. – Sodepur, P.S. Khardah Now Ghola, Dist. North 24 Parganas, Kolkata 700110, being Holding No. 191, old Holding No. 52093, in ward No. 31, and the same is butted and bounded by:

On the North	: L.O.P. NO- 15.
On the South	: Others Property.
On the East	: 24'-0" wide Colony Road.
On the West	: L.O.P. NO- 14.

**THE SCHEDULE A-III ABOVE REFERRED TO
(Amalgamated total property)**

ALL THAT piece or parcel of land measuring an area of 3(Three) cottahs 12 (twelve) chhattack 10 (ten) square feet be the same a little more or less together with G+ Three Storied building to be constructed known as "Aditya Crown" appertaining to Mouza Natagarh, J.L. No. 15, C.S. & R.S. 2058 Plot Nos. 190, lying and situated at being Holding No. 190, Tirthbharati, under Pnihati Municipality, Ward No. 31, P.S. Ghola, Kolkata-700 110, District North 24 Parganas and the same is butted and bounded by:

ON THE NORTH BY	:	L.O.P No. – 13
ON THE SOUTH BY	:	14'-00" wide Municipal Road;
ON THE EAST BY	:	24'-00" wide Tirthabharati Road;
ON THE WEST BY	:	L.O.P No. - 12

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self-contained residential **Flat Being Flat No.**, measuring a carpet area of **sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the **Facing** on the **Floor** comprising of of the **G + Three storied** building being Holding No. 190, Tirthabharati, under Panihati Municipality, Ward No. 31, P.S. Gholi, District North 24 Parganas together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building Including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common rights and facilities)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways, lift and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase lift and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.

8. Boundary walls and main gate of the said land.
9. Lift
10. Roof Right for all purposes,

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Cost of maintenance of common service & facilities.

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead/ underground water storage tanks, septic tank and electric wires, motors, generators, lift and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase, lift and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Premium for insurance of the building, if any.
7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
8. All legal expenses appertaining to the maintenances and protection

of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.

9. All charges for maintaining the office for common purposes.

IN WITNESS WHEREOF the Parties hereto set and subscribed their respective hands and seals hereunto on the day, month and the year first above written.

WITNESSES:

1.

2.

As constituted Attorney of -----
-----, -----, -----
-----, -----
-, -----, -----
-----, ----- & ----

SIGNATURE OF THE VENDORS/LAND OWNERS

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE DEVELOPERS /
CONFIRMING PARTIES**

MEMO OF CONSIDERATION

RECEIVED of and from the within named
Purchasers the within mentioned sum of Rs.

...../- (Rupees
.....) being the
consideration money payable under this
presence,

Rs./-

MEMO

SL/No	Date	Cheque No.	Bank	Branch	Amount (Rs).
1.					
2.					
3.					
4.					
	Total				

(Rupees) only

WITNESSES

1.

SIGNATURE OF THE DEVELOPERS/

2.

CONFIRMING PARTIES