

**PROFORMA**

## ***DEED OF CONVEYANCE***

**THIS DEED OF CONVEYANCE** made this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Nineteen (2019) **BETWEEN** (1) **SRI SWAPAN SARKAR**, (PAN EQTPS3707K), both sons of Late Kshirode Chandra Sarkar, by faith Hindu, by occupation Property holder, residing at Parbangla, Nabanagar, Boddhir Bandh, Post Office Parbangla via Batanagar Police Station Maheshtala, Kolkata 700140, District South 24 Parganas, (2) **SMT. TANVI CHAKRABORTY** (PAN BDZPC5003L), wife of Subhankar Chakraborty, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Purbapara South, Naba Nagar Colony, Post Office Batanagar, Police Station Maheshtala, Kolkata 700141, District South 24 Parganas, (3) **SRI RANJAN MONDAL** (PAN CTNPM1280N), son of Late Prabodh Kumar Mandal, by faith Hindu, by occupation Property Holder, by Nationality Indian, residing at Uttar Purba

Para, Parbangla, Batanagar, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31, under Mahestala Municipality, Kolkata 700 140, District South 24 Parganas, and (4) **SRI SITAL PRASAD MANDAL**, (PAN - ADLPM8394H), son of Late Jatindra Nath Mandal, by faith Hindu, by occupation Property-Holder, by Nationality Indian, residing at 10, Nityananda Nagar, Post Office Danesh Seikh Lane, Howrah, Police Station-Sankrail, Pin 711109 **Owners Serial Nos. 1 to 4** being represented by their Constituted Attorney **MOHAMMED SULTAN**, (PAN AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, by Nationality Indian, residing at 37/4A, Watgunge Street, Post Office Khidderpore, Police Station Watgunge, Kolkata 700 023, Managing Director of **SUNRISE ERECTORS PRIVATE LIMITED** (PAN AARCS0088A), 11/1, Padmapukur East Lane, Post Office Khidderpur Police Station Watganj, Kolkata-700023, vide General Power of Attorney dated **12th July, 2018** registered in Book No. 1, Volume No.1602-2018, Page from 253944 to 253979, Being Deed No.160207647, for the year 2018 of **D.S.R. – II, Alipore, South 24 Parganas** and (5) **MOHAMMED SULTAN**, (PAN AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, by Nationality Indian, residing at 37/4A, Watgunge Street, Post Office Khidderpore, Police Station Watgunge, Kolkata 700 023, hereinafter jointly called and referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**

**AND**

**PURCHASER OR PURCHASERS** shall mean :-

(1) Mr.). \_\_\_\_\_ PAN \_\_\_\_\_

son of \_\_\_\_\_, by faith \_\_\_\_\_,  
 by Occupation \_\_\_\_\_, by Nationality Indian, residing at \_\_\_\_\_  
 \_\_\_\_\_, Post Office \_\_\_\_\_,  
 Police Station \_\_\_\_\_, District \_\_\_\_\_,  
 PIN \_\_\_\_\_,

**AND**

(2) Mrs. \_\_\_\_\_ PAN \_\_\_\_\_  
 son of \_\_\_\_\_, by faith \_\_\_\_\_,  
 by Occupation \_\_\_\_\_, by Nationality Indian, residing at \_\_\_\_\_  
 \_\_\_\_\_, Post Office \_\_\_\_\_,  
 Police Station \_\_\_\_\_, District \_\_\_\_\_,  
 PIN \_\_\_\_\_,

hereinafter jointly called and referred to as the  
**PURCHASER/PURCHASERS** (which expression shall unless excluded  
 by or repugnant to the context be deemed to mean and include his/her/their  
 respective heirs, executors, administrators, legal representatives and  
 assigns) of the **SECOND PART**.

**AND**

**M/S. SUNRISE ERECTORS PRIVATE LIMITED** (PAN  
 AARCS0088A) a Private Limited Company incorporated under Indian  
 Companies Act 1956, having its corporate Office at 11/1, Padmapukur  
 East Lane, Post Office Khidderpore, Police Station Watgunge, Kolkata 700  
 023 and represented by its Managing Director **MOHAMMED SULTAN**,  
 (PAN AEBPM9987R) son of Late Abdul Rahim, by faith Muslim, by  
 occupation Business, by Nationality Indian, residing at 37/4A, Watgunge  
 Street, Police Station Watgunge, Post Office Khidderpore, Kolkata 700  
 023, hereinafter called and referred to as "the **DEVELOPER/  
 CONFIRMING PARTY**" (which term or expression unless excluded by

or repugnant to the subject or context shall be deemed to mean and include its successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** on 24.05.1954 by a registered Bengali Deed of Conveyance, one Bibhuti Bhusan Mondal, as Vendor, sold, transferred and conveyed in favour of Sri Kshirode Chandra Sarkar **ALL THAT** demarcated piece or parcel of land measuring 19 Decimal from Eastern Portion of the total land measuring 29 Decimal comprising R. S. Dag No. 336 in Mouza Parbangla, District South 24 Parganas Police Station Maheshtala, Touzi No. 343, J. L. No. 18, R. S. No. 44, Khatian No. 154, Zamindari Khatian No. 127, Mouza Parbangla, since registered in Book No. I, Volume No. 66, Pages 69 to 71, Being No. 3526, for the year 1954 of Sub Registrar, Alipore Sadar and have delivered khas possession thereof.

**AND WHEREAS** while in peaceful possession and enjoyment of the aforesaid Plot of land measuring 19 Decimal in Mouza Parbangla, said Kshirode Chandra Sarkar died intestate on or about 22.12.1982 leaving behind surviving him his wife Smt. Binapani Sarkar, since deceased and four daughters namely, (1) Smt. Krishna Chanda, wife of Late Sisir Chandra Chanda, (2) Smt. Bharati Bose, wife of Sri Ashok Bose, (3) Smt. Swapna Deb, wife of Sri Sailesh Chandra Deb and (4) Smt. Ratna Das, wife of Sri Nirmal Das and two sons namely, Sri Tapan Kumar Sarkar and Sri Swapan Sarkar, none else, to inherit his entire estate including the First Schedule property hereunder written according to Dayabhaga School of Hindu Law by which he was governed at the time of his death.

**AND WHEREAS** said Binapani Sarkar, wife of Late Kshirode Chandra Sarkar died intestate on 26.07.2011 leaving behind surviving her said four daughters and two sons, none else, to inherit her undivided 1/6<sup>th</sup> share in

the said **First Schedule** property according to Dayabhaga School of Hindu Law by which she was governed till her death.

**AND WHEREAS** thus by inheritance (1) Sri Tapan Kumar Sarkar, (2) Sri Swapan Sarkar, both sons Late Kshirode Chandra Sarkar and said (3) Smt. Bharati Bose, (4) Smt. Swapna Deb, (5) Smt. Ratna Das, (6) Smt. Krishna Chandra, all married daughters of Late Kshirode Chandra Sarkar, became the joint Owners in respect of **ALL THAT** piece or parcel of land measuring 11 Cottahs 8 Chittacks 10 Square Feet, a little more or less, more fully described in the **First Schedule** hereunder written, each having undivided  $1/6^{\text{th}}$  share therein.

**AND WHEREAS** while in peaceful possession and enjoyment of the said **First Schedule** property said (1) Smt. Bharati Bose, (2) Smt. Swapna Deb, (3) Smt. Ratna Das, (4) Smt. Krishna Chandra, as the Donors made an absolute gift in respect of their undivided  $1/6^{\text{th}}$  share each equivalent to undivided  $2/3^{\text{rd}}$  share in the First Schedule property in favour of their said two full blood brothers namely, (1) Sri Tapan Kumar Sarkar and (2) Sri Swapan Sarkar, since registered in Book No. I, C. D. Volume No. 3, Pages from 4073 to 4090, Being No. 01782, for the year 2013.

**AND WHEREAS** thus the Owners namely, Tapan Kumar Sarkar and Swapan Sarkar become the absolute Owners of the Holding No. F3-61/222/1-2, B. B. T. Road Bye Lane - 3, under Maheshtala Municipality Ward No. 31, Police Station Maheshtala, Post Office Parbangla via Batanagar, Kolkata 700 140, District South 24 Parganas, Mouza Parbangla, J. L. No. 49, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, L. R. Khatian No. 1130, containing by estimation the land area measuring 19 Decimal or 11 Cottahs 8 Chittacks 10 Square Feet together with structure standing thereon, measuring 1000 Square Feet made of brick wall tile shed, which is more fully described in the Schedule "A" thereunder written.

**AND WHEREAS** while in peaceful possession and enjoyment of the said premises as sole and absolute owner thereof said Sri Tapan Kumar Sarkar died intestate on 12.06.2018 leaving behind surviving his wife **Manju Sarkar** and one married daughter namely **Tanvi Chakraborty** as his legal heirs and successors according to Hindu Succession Act, 1956, each having undivided 1/2th (one-half) share therein.

**AND WHEREAS** by a Deed of Gift bearing date 6th July, 2018 the said Smt. Manju Sarkar wife of Late Tapan Kumar Sarkar and her married daughter said Smt. Tanvi Chakraborty, wife of Subhankar Chakraborty and daughter of Late Tapan Kumar Sarkar, make an absolute gift in respect of her undivided 1/2th share inherited from her deceased husband in favour of her said married daughter Smt. Tanvi Chakraborty and the said Deed of Gift has been registered in Book No. I, Volume No.1602-2018, Pages from 244159 to 249182, being Deed No. 160207327, for the year 2018 of D.S.R. - II, Alipore.

**AND WHEREAS** subsequently, the land measuring 5 Decimal or 3 Cottahs 0 Chittack 18 Square Feet, more or less at Holding No. E3-48/New, B. B. T. Road, Boddhir Bandh, Post Office Parbangla, via-Batanagar, Police Station Maheshtala, Ward No. 31, under the Mahestala Municipality, Kolkata 700 140, District South 24 Parganas, J. L. No. 49, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336/733, L. R. Khatian No. 824, Mouza Parbangla recorded in the Revisional Settlement and finally published in the name of one Jatindra Nath Mondal, son of Sashi Bhusan Mondal, since deceased, in the Revisional Record of the Government of West Bengal, which is more fully described in the First Schedule hereunder written and hereinafter called and referred to as the 'said Land'.

**AND WHEREAS** while in peaceful possession and enjoyment the said land by construction of temporary structure thereon and on due payment of

taxes and other outgoing charges therefor said Jatindra Nath Mandal died intestate on 13.08.1990 leaving behind surviving him his two sons namely, (1) Sri Prabodh Kumar Mandal, (2) Sri Sital Prasad Mandal and one married daughter Smt. Kalpana Mondal, wife of Kamal Chandra Mondal, none else, to inherit his entire estate including the said land according to Dayabhaga School of Hindu Law by which he was governed till the time of his death. The wife of said Jatindra Nath Mondal, namely, Smt. Bechu Bala Mondal, predeceased him in the year 1972.

**AND WHEREAS** thus by inheritance the said land devolved upon said two sons namely, Prabodh Kumar Mandal, residing at Uttar Purbapara, Post Office Parbangla via Batanagar, Police Station Maheshtala, Kolkata 700 140, District South 24 Parganas and Sri Sital Prasad Mandal, resident of 10, Nityananda Nagar, Post Office Danesh Sekh Lane, Post Station Sankrail, Howrah, PIN 711 109, and Smt. Kalpana Mondal, wife of Sri Kamal Chandra Mondal, each having undivided  $1/3^{\text{rd}}$  share therein.

**AND WHEREAS** by a registered Deed of Gift dated 13<sup>th</sup> February, 2013, said Smt. Kalpana Mondal made an absolute gift in respect of her undivided  $1/3^{\text{rd}}$  share equivalent to 1 Cottah 0 Chittack 6 Square Feet together with undivided  $1/3^{\text{rd}}$  share of structure measuring 150 Square Feet made of brick wall tile shed to one of her brother said Prabodh Kumar Mandal and the said Deed of Gift registered in the Office of D. S. R. II, South 24 Parganas and recorded in Book No. I, C. D. Volume No. 3, Pages from 1717 to 1729, Being No. 01737, for the year 2013.

**AND WHEREAS** thus the Owners namely, Sri Prabodh Kumar Mandal and Sri Sital Prasad Mandal become the joint Owners in respect of land measuring 3 Cottahs 0 Chittack 18 Square Feet in Holding No. E3-48/New, B. B. T. Road, (Right Side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Mahestala, Ward

No.31, Maheshtala Municipality, Kolkata 700 140, District South 24 Parganas, together with structure measuring 450 Square Feet, more or less, made of brick wall tile shed in the Mouza Parbangla, within Ward No. 31 of Maheshtala Municipality, J. L. No. 49, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336/733, L. R. Khatian No. 824, which is more fully described in the First Schedule hereunder written.

**AND WHEREAS** while in peaceful possession of the said land measuring 1452 Square Feet ( 2 Cottahs 0 Chittack 12 Square Feet) in the said land said Prabodh Kumar Mandal died intestate on **06.02.2015** leaving behind surviving her wife Smt. Bithika Mondal and three sons namely, Sri Ranjan Mondal and Sri Nihar Mondal and Sri Badal Mondal, none else and who have jointly inherited the said land accordingly to Dayabhaga School of Hindu Law.

**AND WHEREAS** said Smt. Bithika Mondal and three sons namely, Sri Ranjan Mondal and Sri Nihar Mondal and Sri Badal Mondal, out of their natural love and affection toward Ranjan Mondal, younger son of Late Prabodh Kumar Mandal made an absolute Gift of their respective undivided 1/4<sup>th</sup> share equivalent to 3/4<sup>th</sup> share in the said property left by said Prabodh Kumar Mandal equivalent to land measuring 1 Cottah 8 Chittacks 2 Square Feet or 1089 Square Feet together with R.T.S structure measuring 300 Square Feet equivalent to 225 Square Feet which is more fully described in the Schedule 'B' thereunder written comprising the Schedule 'A' thereunder written and the said Ranjan Mondal has also accepted the said Gift. The said gift dated 8<sup>th</sup> September, 2015 registered in Book No. I, Volume No. 1602-2015, page from 118223 to 118242, being No. 160209399 for the year 2015 of D.S.R. - II, Alipore South 24 Parganas.



**AND WHEREAS** by virtue of the registered Deed of Conveyance bearing date 23.09.2015 executed by and between said (1) Smt. Astabala Jana, wife of Sri Bimal Jana, and (2) Smt. Kumkum Jana, wife of Sri Angshuman Jana, both of Daulatpur Park, Post Office Phoolbagan, Police Station Maheshtala, District 24 South Parganas, Kolkata 700 141 therein called as the Vendors in One Part and Mohammed Sultan Owner No. 5 here in, of 37/4A, Watgunge Street, Post Office Khidirpore, Police Station Watgunge, Kolkata 700 023 therein called as the Purchaser on the Other Part, whereby the said Vendors sold, transferred and conveyed in favour of the said Purchaser Mohammed Sultan **ALL THAT** piece and parcel of land measuring 1 (One) Cottah a little more or less out of total land measuring 3 (Three) Cottahs 0 (Zero) Chittack 18 (Eighteen) Square Feet, together with structure standing thereon, made of brick wall tile shed measuring 100 Square Feet, lying and situated in the Mouza Parbangla, J. L. No. 49, Touzi No. 343, Khatian No. 63, L. R. Khatian No. 2453 and 2454, Part of Holding No. E3-47/New, B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31, within Maheshtala Municipality, Kolkata 700 140, District South 24 Parganas, since registered dated 23.09.2015 in Book No. I, Volume No. 16022015, Page from 132720 to 1322746, being No.160209942, for the year 2015 of D.S.R - II, Alipore, District South 24 Parganas, which is more fully described in the Schedule 'B' thereunder written.

**AND WHEREAS** both the plots of land mentioned in Part – I and Part – II of the First Schedule were contiguous and adjoining to each other and thus the parties thereto have mutually agreed for better living and enjoyment of their respective properties to amalgamate their aforesaid two contiguous property into a single unit and by the said Deed of Exchange dated 14th October, 2015 duly registered in Book No. 1, C.D. Volume No.

1602-2015, Pages from 154618 to 154648, being No. 1602107553, for the year 2015 of D.S.R. – II, Alipore, South 24 Parganas .

**AND WHEREAS** after amalgamation of the said piece or parcel of two separate Plots of total land measuring 15 Cottahs 8 Chittacks 28 Square Feet, more or less, together with structure measuring 1550 Square Feet made of brick wall tile shed standing thereon, lying and situated at Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata-700 140, in the District of South 24 Parganas under Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P), J. L. No. 49, L. R. Khatian Nos. 2472, 2473, 2474, 2717 and 2471.

**AND WHEREAS** 12th July 2018 said Swapan Kumar Sarkar, Tanvi Chakraborty, Ranjan Mondal, Sital Prasad Mandal and Mohammed Sultan entered into an Agreement for Development of their schedule property with the Developer **M/S. SUNRISE ERECTORS PRIVATE LIMITED**, since registered in Book No. I, Volume No. 1602-2018, Pages from 250738 to 250802, being Deed No. 160207524 for the 2018 of D. S. R II, Alipore, South 24 Parganas on certain terms and conditions agreed upon by and between themselves.

**AND WHEREAS** in terms of the said Development Agreement said Swapan Sarkar, Tanvi Chakraborty, Ranjan Mondal, Sital Prasad Mondal and Mohammed Sultan on 12th July 2018 executed and registered a Power of Attorney for Development of the said Premises in favour of the said Developer **M/S. SUNRISE ERECTORS PRIVATE LIMITED**, since registered in Book No. I, Volume No. 1602-2018, pages from 253944 to 253979, being Deed No. 160207647 for the year 2018 of D. S. R. II, Alipore South 24 Parganas .

**AND WHEREAS** the Project was primarily called as "Shine View Complex" which has been finally renamed as "**EMPEROR TOWER**".

**AND WHEREAS** in this Deed several expression shall have the meanings as follows :-

(a) The Vendors hereinafter wherever the context so permits are collectively referred to as the Owners.

(b) The Owners herein are presently the absolute Owners of ALL THAT piece or parcel of bastu land measuring **15 Cottahs 8 Chittacks 28 Square Feet**, more or less, together with **structure measuring 1550 Square Feet made of brick wall tile shed standing thereon, lying and situated** at Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas under Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. , 2473, 2474, 2717 and 2471 more fully and particularly mentioned and described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the 'said Premises'.

(c) In pursuance of the said Development Agreement, the Developer has already caused a Map or Plan sanctioned by the Maheshtala Municipality being **Plan No. III-B/MM/BLDG/2/459/15-16/SP/BP, dated 29.11.2016**, hereinafter referred to as the 'said Plan' whereby and whereunder and in pursuance of the said Development Agreement the Developer become entitled to construct a **G+7 storied building** on the entirety of the said Premises consisting of several self contained Flats/Units/ Apartments constructed space and/or Open/Covered Car Parking Spaces/shop/office capable of being held and/or enjoyed independently of each other.

(d) In pursuance of the said Plan, the Developer herein has started construction of the said new buildings upon the said land and the said new buildings constructed thereto, hereinafter the context so permits are collectively referred to as "the Said Buildings".

(f) By an Agreement dated \_\_\_\_\_ entered into between the Parties hereto, the Developer has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire on ownership basis **ALL THAT** one Self contained Flat being Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor \_\_\_\_\_ Side, measuring \_\_\_\_\_ Square Feet super built up area, consisting \_\_\_\_\_ Bed Rooms, One Dining-cum-living, One Toilet, One Kitchen, One Verandah and One W. C. with **Tiles Flooring and One Car Parking Space / Motor Bike Space** being C. P. No. \_\_\_\_\_/M. B. Space No. \_\_\_\_\_, , on the **Ground Floor with Cemented Floor TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building named as "**EMPEROR TOWER**", at  **Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2473, 2474, 2717, 2471 and 5504 TOGETHER WITH** undivided impartible proportionate share or interest of the land below and beneath the said building and staircase and attributable thereto and together with undivided proportionate share in common parts and portions and together with forming part of the Developer's allocation as defined in the said Development Agreement (more fully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter

collectively referred to as the 'said Flat' and the properties appurtenant thereto) for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the 'said Agreement').

(g) In pursuance of the said Development Agreement, the Developer has completed construction of the said new building being Block "A" and Block "B" forming part of the said Housing Complex at the said Premises.

(h) The Purchaser has now approached the Vendors and/or the Developer to execute or cause to be executed the Deed of Conveyance for sale and transfer of the said Flat and the properties appurtenant thereto which the Vendors and/or the Developer have agreed to do in terms of the said Agreement for Sale.

(i) At or before execution of these presents, the Purchaser has fully examined and/or satisfied herself as to :

- i) The title of the Vendors ;
- ii) Has inspected the said Development Agreement ;
- iii) Has inspected the said Plan ;
- iv) Has satisfied herself as to the total super built up area to comprised in the SAID FLAT AND THE PROPERTIES APPURTENANT THERETO ;
- v) Has satisfied herself as to the structural stability of the said new building;
- vi) Has fully satisfied herself as to common parts and portions comprised in the said new building including the open space.

And the Purchaser hereby agree that her right shall remain restricted to the **SAID FLAT AND THE PROPERTIES APPURTENANT THERETO**

and shall have no right or claim over and in respect of the other parts and portions of the said new building and/or the said Housing Complex.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the said agreement and in consideration of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) **only** paid by the Purchasers to the Developer on or before the execution of these presents being the full amount of consideration and lawful money of the Union of India (the receipt whereof the Vendors/Developer do hereby admit and acknowledge and of and from the same and every part thereof absolutely acquit, release, discharge and exonerate the Purchasers and the said Flat), the Vendors do hereby absolutely and indefeasibly as such beneficial Owners of the said G+7 storied building and the land hereditaments and Premises do hereby grant, convey, transfer, assign and assure, unto and to the Purchasers **ALL THAT** one Self contained Flat being Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor \_\_\_\_\_ Side, measuring \_\_\_\_\_ Square Feet super built up area, consisting \_\_\_\_\_ Bed Rooms, One Dining-cum-living, One Toilet, One Kitchen, One Verandah and One W. C. with **Tiles Flooring and One Car Parking Space / Motor Bike Space being C. P. No. \_\_\_\_\_/M. B. Space No. \_\_\_\_\_, , on the Ground Floor with Cemented Floor TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building named as “**EMPEROR TOWER**”, at  **Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2473, 2474,**

**2717, 2471 and 5504** more particularly described in the **Second Schedule** comprising the **First Schedule** hereunder written and the proprietary right to the said Flat as delineated in the **Plan** annexed hereto and thereon shown and surrounded by **RED** coloured boundary line, together with all right of easement thereto moving and quasi-easement right of use, enjoyment and benefit and other privileges whatsoever in reservoir, sewer, sanitation, electricity, staircase, landings, all common parts of the said building and proportionate share in the land underneath the building and surroundings, appurtenances and fittings and fixtures and installations whatsoever, more particularly mentioned and described in the **Third Schedule** hereunder written and the proportionate undivided share or interest in land, hereditaments and premises and in the entrance gate thereof, passage, pathways, common passage, staircase, landings, drain, sewer, water courses, water reservoir, electrical fittings and installations and all other common benefits whatsoever hereby agreed to be sold and hereby conveyed unto and to the use of the Purchasers absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the Purchasers to be observed and performed specifically described in the **Fourth Schedule and Fifth Schedule** hereunder written **AND ALSO ALL** the estate, right, title, benefit, claim, demand whatsoever both at law and in equity of the Vendors unto and upon the said Flat upon the undivided, impartible share in the land hereditaments and premises together with undivided proportionate share in all common parts as mentioned in the **Third Schedule** free from all encumbrances, attachments, liens, charges, lispensens, claims, demands, trusts and liabilities hereby granted as aforesaid and hereunder referred to as the said Premises **AND TO HAVE AND TO HOLD** the said premises hereby granted conveyed, transferred and assured or intended so to be and every part thereof and the rights and appurtenances thereunto moving and to the use and benefit of the Purchasers absolutely and forever to be held with

hereditary and transferable right subject to the payment of all rents, rates, easements, dues and duties now chargeable upon the said Flat by any statutory authority or which may hereafter become payable in respect thereof to the Government of West Bengal, Maheshtala Municipality and any other Public or Statutory authorities, more fully described in the **Fourth Schedule** hereunder written and the Vendors do hereby covenant with the Purchasers that notwithstanding any act, deed, matter or thing by the Vendors or their predecessors, done, executed or knowingly suffered to the contrary, the Vendors have acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership in the said G+7 storied building including the said Flat and every part thereof and hereby conveyed or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid **AND THAT** the Purchasers shall at all times hereafter peaceably and quietly enter into, hold, occupy, own, possess and enjoy exclusively the said Flat hereby granted, conveyed, transferred and assured so to be with the said appurtenances, messuages tenements hereditaments and Premises to receive and realise the rents, issues and profits thereof and every part thereof for their own use benefit without any suit lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and the Developer/Confirming Party herein or any other person lawfully or equitably claiming under or in trust for them or any of them free and clear, freely and clearly of all encumbrances in the said property or any part thereof from under or in trust and the Vendors and all other person or persons lawfully or equitably claiming as aforesaid shall and will from time to time and all times hereafter at the request and cost of the Purchasers make, do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said Flat and/or the property and every part thereof hereby granted and conveyed unto and to the use of the Purchasers in the



manner aforesaid as by the Purchasers and her heirs, executors, assignors and her nominee or nominees shall be reasonably required **NOT WITHSTANDING HOWEVER** the Purchasers shall hold the said Flat and all other property or properties hereof fully described in the **Second Schedule** hereunder written and to the intents and purposes the Purchasers shall remain however responsible to the covenants and conditions contained hereunder with heritable, transferable right including the right to mortgage the said Flat.

**AND the Purchasers doth hereby covenant with the Vendors and the Developer/Confirming Party in the following manner :-**

- a) The Purchasers hereby agree to pay and contribute after holding the said Flat all proportionate amount towards the costs, expenses and outgoings in respect of the matters and also pay separately all other taxes or other outgoings to be levied hereafter. The apportionment shall be made by the Owners' Association which may be formed as hereafter mentioned on the basis of the area acquired by the Purchasers and the same shall be conclusive, final and binding.
- b) The Purchasers shall maintain at the Purchaser's own cost the said Flat in good working condition and shall abide by all laws, bye-laws, rules and regulations of the Government/Maheshtala Municipality and/or any other authority and Local Body and shall attend answer and responsible for all bye-laws or rules and regulations and shall observe and perform all the terms and conditions contained in this Indenture.
- c) The Purchasers shall not make any structural additions or alterations in the said Flat or erect brick partition walls or keep any heavy articles, save with the prior written consent of the Association as the case may be. The installations of generator, inside water-colour or any standard household furniture, by the Purchasers shall not however require such

permission. But the Purchasers shall not alter the front beauty or elevation of the building or damage the main structure or vital portion of the building.

d) Except cooking gas, kerosene, ordinary fuel or such other domestic articles, the Purchasers will not be permitted to use any inflammable or combustible article such as explosive chemicals, or any other articles giving any obnoxious smell, nor shall the Purchasers do anything which shall be or constitute any nuisance or annoyance to the occupiers of other Flats in the said building.

e) The Purchasers hereby covenant to keep the Flat walls and partition walls being undivided half-portion, being inner sides of the said Flat, sewers, drains and other fittings, fixtures and appertaining in good working condition and the part or particular portions so as to support, shelter and protect the part of the building other than the Flat of the Purchasers .

f) The Purchasers shall permit the Owners' Association and/or their surveyors or agents with or without workmen and others at all reasonable times to enter into and upon the Flat of the Purchasers or any part thereof to view and examine the state and conditions thereof and the Purchasers shall be liable to make good within three months from the receipt of notice of all such defects, decays and wants of repairs of which notice in writing shall be given by the Association to the Purchaser.

g) The Purchasers shall not use the said Flat or any portion thereof for any purpose whatsoever other than the residential purpose, nor shall the Purchasers use the same in such a manner which may be or likely to cause nuisance or annoyance to the occupiers of the other Flats in the said new building or to the Owner or Occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purpose, or for

restaurants or hotels or lodging house or guest house on consideration or otherwise.

h) The Purchasers shall not at any time damage or cause to be demolished or damaged the said Flat nor will the Purchasers at any time make or cause to be made any additions of alterations or whatsoever nature to the said Flat or any part thereof without the written consent of the Owners' Association previously had. The Purchasers shall not erect brick walls nor shall make any alterations in the elevation and outside colour scheme of the Flat of the Purchasers, nor shall affix, paint or display any poster, placard or sign-board in any portion of the exterior of the Flat acquired by them.

i) After possession of the said Flat is handed over to the Purchasers if any addition or alteration in or about the said building is required to be carried out at the instance of the Government, Municipality or any other statutory authority, the same shall be carried out by the Purchasers in co-operation with the PURCHASERS of other Flats in the said building at her own cost and the Developer and/or the Vendors shall not in any manner be liable or responsible for the same. In the event of the Purchasers failing or neglecting to carry out the same within a reasonable time, the Owners' Association shall be entitled to effect the same at the costs and expenses of the Purchasers and the Purchasers shall be liable for repayment thereof proportionately.

j) The Purchasers shall not throw or accumulated any dirt, rubbish rags, water or refuse or permit the same to be thrown or accumulated in the Purchaser's Flat or in the compound, staircase or in any portion of the building or Flat.

k) In the event of an Owners' Association being formed in respect of all Flats of the said building, it shall be obligatory on the part of the

Purchasers to become a member of such Owners' Association. The Owners' Association so formed shall be overall in charge of any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same.

l) If any assets in the nature of water pump, motor etc., is/are installed in addition to or are replaced or repaired, the Purchasers shall pay her share or contribution of acquisition, installation, replacement and repairing charges and thereafter further pay and/or contribute the replacement costs and charges as may be required from time to time and shall also pay maintenance charges every month for up-keeping those assets and/or machinery in good and running condition in accordance with the proportionate share of land of the Purchasers or shall be liable to the consequential as may be fixed in that regard by the Owners' Association and also shall have the right to their sole discretion, without any prejudice to the other rights to impose penalties as may be deemed fit and proper, such as stoppage of water supply etc., to the said Flat of the Purchasers .

m) That the Purchasers and all other persons deriving title under him shall and will at all times hereinafter shall observe the restrictions regarding the user set forth in the **Fifth Schedule** hereunder written.

n) That the Purchasers shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, urban land tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new building as whole and for the common parts and portions.

o) The Purchasers shall within 3 (Three) months from the date of execution of these presents shall apply for and obtaining mutation of their

name as the Owner of the said Flat and the properties appurtenant thereto from the Maheshtala Municipality and shall also obtain separate assessment of the said Flat and the properties appurtenant thereto and so long the said Flat and the properties appurtenant thereto if not separately assessed the PURCHASERS shall pay the proportionate share of the assessed Municipal tax and other taxes and impositions payable in respect of the new building such amount to be determined in their absolute discretion by the Developer and upon formation of the Association by such Association/Society/Service Company as the case may be.

p) That the **ALL THAT** one Self contained Flat being Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor \_\_\_\_\_ Side, measuring \_\_\_\_\_ Square Feet super built up area, consisting \_\_\_\_\_ Bed Rooms, One Dining-cum-living, One Toilet, One Kitchen, One Verandah and One W. C. with **Tiles Flooring and One Car Parking Space / Motor Bike Space being C. P. No. \_\_\_\_\_/M. B. Space No. \_\_\_\_\_**, , on the **Ground Floor with Cemented Floor TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building named as **"EMPEROR TOWER"**, at  **Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2473, 2474, 2717, 2471 and 5504.**

q) **SUPER BUILT UP AREA** : for the purpose of determination of the super built up area the total constructed space in a particular Flat together with the proportionate share in the service area, lobbies, staircase, stair cover, lift space, lift well, lift machine room, lift cover, transformer room,

meter room, pump room, duct covers, security/ maintenance room, servants' toilets, elevation and outer plaster space for ducts inside the building, overhead water tank, underground septic tank, recreation centre, community hall, guests rooms and other service areas shall be taken into account and the same will be determined by the Architect by the time being of the said building and the said decision of the Architect shall be binding on the Parties.

r) **SERVICE CHARGES** : shall mean the service/maintenance charges for the common parts, portions, areas, facilities and/or amenities as may be incurred by the Vendors and/or Developer and/or Service Company incorporated for the said purpose including providing services making such provisions or incurring expenses in respect of future provisions of the services as the Vendors/Developer/ Service Company in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Vendors and/or the Developer and/or the Holding Organisation in their absolute discretion.

s) **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND** : shall mean the undivided impartible indivisible proportionate share in the land comprised in the said Premises described in the **First Schedule** hereto, appurtenant to the said Flat, and, inter alia, agreed to be sold to the Purchasers herein, which shall always be impartible and shall be proportionate to the covered area of the said Flat and shall also include such shares appurtenant to all other Units comprised in the new building wherever the context so permits.

t) Singular number shall include plural number as well.

u) Masculine gender shall include feminine and neutral genders as well.

**AND IT IS HEREBY FURTHER AGREED AND DECLARED  
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

- a) That the undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Flat and the properties appurtenant thereto shall always remain indivisible and impartible.
- (b) The right of the Purchasers shall remain restricted to the said Flat and the properties appurtenant thereto.
- (c) The said new building and/or Housing Complex shall always be known as “**EMPEROR TOWER**”.
- (d) At or before entering into these presents the Purchasers has made herself aware that the said new building is a part of residential complex and the Purchasers agree to maintain the decency of the new building and shall not do any act, deed or thing nor permit any act, deed or thing to be done which is likely to adversely affect the decency of the said residential buildings.
- (e) The Purchasers shall make arrangements for obtaining separate electric meter in her name for the said Flat from the CESC and the Purchasers shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to the CESC.
- (f) The Vendors and the Developer will have the exclusive and unfettered right to exploit the open spaces of the said new building including any other open parts and portions of the said Premises vertically and horizontally and the Purchasers hereby consents to the same.
- (g) The roof of the said building in which the said Flat is situated shall form part of the common parts and portions and none of the Parties shall be entitled to claim any exclusive right over and in respect thereof.

**AND THE PURCHASERS DO HEREBY FURTHER AGREE AND  
COVENANT WITH THE VENDORS AND THE DEVELOPER AND  
EACH ONE OF THEM RESPECTIVELY AS FOLLOWS :**

1. Until the formation of the Holding Organisation/Association/Society which may include a Service Company or Developer or any person authorized by the Developer shall continue to provide maintenance and services for the common parts and portions and security of the Housing Complex SUBJECT HOWEVER to the Purchasers regularly and punctually making payment of the maintenance and service charges, more fully and particularly mentioned and described in the **Fourth Schedule** hereunder written.
2. The Purchasers hereby further commits herself to become a member of the said Holding Organisation and to abide by the Rules and Regulations as may be framed from time to time.
3. The maintenance charges shall be paid by the Purchasers regularly and punctually and in the event of any default on the part of the Purchasers in making payment of such maintenance charges, the Purchasers shall be liable to pay interest @ 20% per annum PROVIDED HOWEVER if the said default shall continue for a period of more or 30 days from the date of next payment becoming due then and in that event the Vendors and/or the Developer and/or Holding Organisation/Association/Society Service Company as the case may be shall -
  - (a) discontinue the use of common services;
  - (b) discontinue the supply of water;
  - (c) prevent use of the lifts and other facilities shall not be restored until all the amounts together with interest shall be fully paid.
4. The right of the Purchasers shall remain restricted to the said Flat and open terrace and the said Car Parking Space, Caretaker Room, if any, and in no event the Purchasers or any person claiming through her shall be entitled to stretch or expand their claims over and in respect of the other part of the building, Housing Complex and the Purchasers hereby further



covenants and assures that it shall not interfere with the rights of the Vendors and/or the Developer in selling, transferring, leasing out or letting out the remaining unsold Flats and to carry out repairs, renovations and improvements in the said new building.

**AND IT IS HEREBY FURTHER AGREED** by and between the parties hereto as follows :

1. That the deeds, documents and writings mentioned hereinabove which are now in the custody of the Vendors shall be retained by the Vendors and the Vendors hereby covenant with the Purchasers that the Vendor shall and will unless prevented by fire, earthquake or other inevitable accident upon every reasonable request and at the cost of the Purchasers produce or caused to be produced the same to the Purchaser, her Agent or Attorney as she shall direct and will also like to request and at the cost of the Purchasers furnish such attested copies duly certified and other copies from the said Deeds and writings respectively as and when occasion shall arise and the Owners shall in the meantime keep the said deeds, documents and writings safe unobliterated and uncanceled.
2. The Vendors do hereby further covenant with the Purchasers that the Vendors are absolutely seized and possessed of otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever and **NOT WITHSTANDING** any act, deed or thing whatsoever by the Owners/Vendors done or executed or caused to be done or executed or knowingly suffered to the contrary the Vendors have good right, full power, absolute authority and indefeasible title to grant, convey, transfer and assign and assured **ALL THAT** the said undivided proportionate share in the said land of the Premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be done unto and to the use of the Purchasers in the manner aforesaid according to the true intents and meaning of these presents free from all encumbrances without any let, suit, hindrance, eviction, interruption,

disturbances, claims or demands whatsoever from or by the Owners and/or any other person or persons lawfully or equitably claiming from under or in trust for the Vendors **AND** that free and clear and clearly and freely, absolutely, acquitted, exonerated and released and discharged or otherwise by and at the costs and expenses of the Owners well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of defects in title lispendents, attachments and encumbrances, execution and liabilities, whatsoever made or suffered by the **VENDORS** or any person or persons lawfully and equitably claiming under or in trust for her or any of her other than the Vendors and **FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any right, title, interest, costs, whatsoever in the said undivided proportionate share or any part thereof from through under in trust or any part thereof. The Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make to acknowledge and execute or caused to be made, done, acknowledged and executed all such acts, deeds, matters and things, whatsoever for further better and more perfectly and effectually granting and assuring the said undivided proportionate share as aforesaid unto and to the use of the Purchasers as shall or may be reasonably required.

**AND** the Developer/Confirming Party do hereby confirm that the possession of the said **Flat** has been handed over to the **PURCHASERS** as being testified by executing these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(Description of the Premises)**

**ALL THAT** piece or parcel of bastu land **measuring 15 Cottahs 8 Chittacks 28 Square Feet**, more or less, together with **structure measuring 1550 Square Feet made of brick wall tile shed** standing thereon, **lying and situated** at Holding No. E3-48/New, B. B. T. Road

(right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas under Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2473, 2474, 2717, 2471 and 5504 and which is butted and bounded as follows :-

**ON THE NORTH** : By 75 Feet Wide Budge Budge Tank Road with khas land and R. S. Dag No. 354 (P).

**ON THE EAST** : By 10 Feet Wide Common Passage Road.

**ON THE SOUTH** : By 8' feet wide common passage road and drain and House of Ajit Mondal, S.C. Chakraborty and K. Adhikary.

**ON THE WEST** : By land of Mahanta Mandal R. S. Dag No. 336/733 (P).

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(The Flat hereby conveyed)**

**ALL THAT** one Self contained Flat being Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor \_\_\_\_\_ Side, measuring \_\_\_\_\_ Square Feet super built up area, consisting \_\_\_\_\_ Bed Rooms, One Dining-cum-living, One Toilet, One Kitchen, One Verandah and One W. C. with **Tiles Flooring and One Car Parking Space / Motor Bike Space** being C. P. No. \_\_\_\_\_/M. B. Space No. \_\_\_\_\_, , on the **Ground Floor with Cemented Floor TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building named as **“EMPEROR TOWER”**, at Holding No. E3-48/New, B. B. T. Road

(right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2473, 2474, 2717, 2471 and 5504 marked with RED colour on the Map or Plan annexed herewith which will be treated as part of this Deed comprising the First Schedule above referred to.

### **THIRD SCHEDULE ABOVE REFERRED TO**

#### **(Common Parts)**

1. Main gate entrance of the said building, boundary wall.
2. Staircase, landings on all floors.
3. Common electrical installations and equipments.
4. Water pump, overhead tank and underground reservoir, water pipes and other common plumbing and sanitary installation.
5. Drainage and sewerage lines and septic tank.
6. Such other common parts, spaces, equipment, installations, fixtures, fittings and space in or about the said building as are necessary passage to the users and occupiers of the said building in common.
7. Lift.
8. Ultimate Roof of the building.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(Maintenance charges)**

Proportionate expenses of maintenance cost of the building and main water pipes of the building, underground and overhead water tanks, water pump motor and electric wires, cables, electric installations and equipments, sanitary installations in under or upon the building and enjoyed used by the

Purchasers in connection with the other occupiers or other Flat Owner/s and the main gate entrance, passage, landings, staircase on all floors, landings and enjoyed by the Purchasers in common as aforesaid. The Purchasers shall abide by the terms and conditions of the Maintenance Agreement of EMPEROR TOWER and entered into on \_\_\_\_\_

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal, stone and other work of the property and the external surfaces of all exterior doors and windows of the building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Maintaining and repairing of the boundary wall, hedge or fence.
4. Paying a fair proportion of the cost of cleaning, repairing of the private road when necessary and instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Premium for insuring any risks.
7. Cleaning all the common parts, passages, landing, staircase.

8. Operating, maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for emptying receptacles for rubbish.
11. Paying all rates, taxes, duties, charges, assessments and outgoing whatsoever (whether Central/State/Local) assessed charge or imposed upon or payable in respect of the building or any part thereof excepting and so far as the same are the responsibility of the individual Owners or Occupiers of any Flat or Unit.
12. The maintenance, renewal and insurance of equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
13. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder.
14. To provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time as may be decided by the Holding Organisation.
15. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the trust of the Owners of the Units/Flats and shall only be applied in accordance with the terms of this Schedule.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Restrictions)**

The under mentioned rights, easements and quasi easements privileges and appurtenances shall be excepted out of the propose of sale and the same is reserved for the Developer or other Owners.

1. The right in common with the PURCHASERS and / or other person or persons or occupiers of the building entitled to the other part or parts of the said building as aforesaid for the use of common part or part of the said building including its installations, staircase, open and covered spaces, electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid of electricity, water and soil from and to any, part other than the said Flat of the said building through pipes, drains, wires, conduits lying or being in under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building by all parts of the said Flat so far as they now protect the same.
4. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said Flat otherwise in any manner to lessen or diminish the support at present enjoyment by other part or parts of the said building.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Flat for the purpose of repairing so far as may be necessary of such pipes, drains, wires and conduits as aforesaid provided always the Vendor and other person or persons shall give to the

Purchasers a prior forty eight hours written notice of their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(Obligations imposed in respect of the said Flat)**

1. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any Flat or in any part of the building or may cause an increase in the premium payable in respect thereof.
2. Not to throw dirt, rubbish or other refuse waste or permit the same to be thrown into the lavatories, cisterns or water or soil pipes in the said Flat.
3. No name writing, drawing signboards, plate or play card of any kind shall be put over in any window on the interior of the said Flat as to be visible from outside the said Flat.
4. The exterior of the said Flat not to be decorated otherwise than in the manner agreed to by majority of the Owners of the Flats comprised in the said building.
5. That the Purchasers or any person or persons deriving title from and/or under them shall not at any time be entitled to demand or claim partition or division of the said Flat or to have the same partitioned and divided by metes and bounds or from the said Premises.
6. That the Purchasers shall not be entitled to demolish or remove or cause to be demolished or removed any structure, ceiling, walls, fixtures and fittings forming part of and/or appertaining to the said Flat but nothing herein contained shall prevent her at her own costs and expenses to repair or decorate the interior of the said Flat or any part thereof without however causing any damage whatsoever to the walls floors or ceilings thereof.



**IN WITNESS WHEREOF** the Parties hereunto set and subscribed their respective hands and seals this Agreement for Sale the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

at Kolkata in presence of

**WITNESSES**

1.

2.

\_\_\_\_\_  
**(SIGNATURE OF THE OWNERS/ VENDORS)**

\_\_\_\_\_  
**(SIGNATURE OF THE PURCHASER/S)**

\_\_\_\_\_  
**(SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY)**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only in the following manner :

**MEMO**

Bank/Branch	Cheque No.	Date	Amount (Rs.)
		<b>Total</b>	

(Rupees \_\_\_\_\_) only

**WITNESSES**

1.

2.

Drafted by me and  
prepared in my office :

Advocate,  
Alipore Judges' Court,  
Kolkata - 700 027.  
Typed by

\_\_\_\_\_  
(SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY)

10, Old Post Office Street,  
Kolkata - 700 001.