

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the __ day of __ Two Thousand Twenty Three (2023) A.D. *BETWEEN* SMT MIRA RANI SAHA alias MIRA SAHA (PAN NO.MUKPS0090J) wife of Late Sunil Kumar Saha by faith Hindu, by occupation House-wife by Nationality Indian permanently residing at Garia Station Road, Madhya Balia, P.S. Narendrapur, P.O. Panchashayer, Kolkata-700084 represented by her *Constituted Attorney* "M/S. TIRUPATI ENTERPRISE" (PAN NO. ADAFS6308J) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1261, Survey Park, Kolkata- 700075, represented by its authorized Partner (I) SRI SUMAN KUMAR GHOSH (PAN AZEPG3733F), Son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S- Survey Park, Kolkata- 700075, (II) SRI KISHORE KUMAR GHOSH (PAN AGXPG9667D), Son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S- Survey Park, Kolkata- 700075 (Development Power of Attorney Registered at the office of the D.S.R.-III, 24 Parganas (South) and was recorded in Book No. I, Volume No. 1603-2022, Pages from 292007 to 292031, being No. 160306730 for the year 2022) hereinafter referred to as the OWNER /VENDOR (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) party of the FIRST PART.

TIRUPATI ENTERPRISE

Kishore Kumar Ghosh

Partner

A N D

(1) SMT _____ (PAN No. _____ and Mobile: _____) wife of Sri _____ and **(2) SRI** _____ (PAN No. _____, and Mobile: _____) son of _____ both by faith - Hindu, both by Nationality – Indian, by occupation No. (1) _____ and No. (2) _____ both residing at _____ hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives and /or assigns) party of the **SECOND PART**.

A N D

M/S TIRUPATI ENTERPRISE(PAN AAQFT6581M), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1261, Survey Park, Kolkata- 700075, represented by its authorized Partner (I) **SRI SUMAN KUMAR GHOSH** (PAN AZEPG3733F), Son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S- Survey Park, Kolkata- 700075, (II) **SRI KISHORE KUMAR GHOSH** (PAN AGXPG9667D), Son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S- Survey Park, Kolkata- 700075 hereinafter referred to as the **PROMOTER/ BUILDER/ DEVELOPER/ CONTRACTOR** (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said concern and its existing partners and their respective heirs, executors, legal representatives, administrators and assignees) of the **THIRD PART**.

WHEREAS:**A. OWNERSHIP OF SMT. MIRA RANI SAHA ALIAS MIRA SAHA:-**

One Sri Mangal Das Naskar son of Late Nabin Chandra Naskar as absolute owner of land measuring 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 sold and transferred to Sri Kalicharan Mondal son of Late Ram Narayan Mondal on 26-06-1943 which was registered at S.R. Baripur, recorded in Book No. I, for the year 1943 with valuable consideration mentioned therein.

Thereafter Sri Kalicharan Mondal son of Late Ram Narayan Mondal as absolute owner of land measuring 50 decimal by way of purchased thereafter sold and transferred 50 decimal Sali land under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8,

Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 to Sri Atul Krishna Mondal son of Late Baikhuntha Nath Mondal which was registered at DR Alipore recorded in Book No. I, Volume No. 72, pages from 78 to 80 being No. 3296 for the year 1952.

Sri Atul Krishna Mondal while enjoying his possession sold and transferred 8¼ decimal demarcated Sali land out of 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 to Smt Mira Rani Saha wife of Late Sunil Kumar Saha which was registered at S.R Sonarpur recorded in Book No. I, Volume No. 24, pages from 116 to 120 being No. 1416 for the year 1978.

Thus the owner herein Smt. Mira Rani Saha wife of Late Sunil Kumar Saha by virtue of the aforesaid purchase thus owned seized and possessed of and / or otherwise well sufficiently entitled to Bastu Land measuring 8¼ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 1588, P.S. Sonarpur Now Narendrapur, District –South 24-Parganas, Kolkata-700094 with every rights, title interest over the said property without interruption, claim and whatsoever and mutated her names in the records of Rajpur Sonarpur Municipality as Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094 morefully and particularly described in the **SCHEDULE-A** hereunder written (hereinafter referred to as the said first schedule property) and the same free from all encumbrances, liens, lispences, charges whatsoever and howsoever.

B. EXECUTION OF REGD. DEVELOPMENT AGREEMENT & REGD. DEVELOPMENT POWER OF ATTORNEY:

The Owners herein **SMT MIRA RANI SAHA** alias **MIRA SAHA is** desirous of developing the said Bastu land measuring 8¼ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh. No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 1588, P.S. Sonarpur Now Narendrapur, District –South 24-Parganas, Kolkata-700094 with all easementary right attached thereto through **“M/S. TIRUPATI ENTERPRISE”** (PAN NO.AAQT6581M) a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.-:Survey Park,

Kolkata-700 075 represented by its partners **(1) SRI KISHORE KUMAR GHOSH** (PAN NO.-AGXPG5967D) son of Sri Anil Chandra Ghosh residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 and **(2) SRI SUMAN KUMAR GHOSH** (PAN NO. AZEPG3733F) son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, Kolkata-700075, the Promoter/Builder/ Developer who have sufficient resources to do so and also experienced Promoter/ Builder/ Developer hereof engaged in the various field of building promotion and construction and knowing the same, the Promoter/Builder/ Developer thereafter as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowners and having been satisfied in all respect regarding the collective lawful right, bonafide interest, un-encumbered possession and marketable title of the landowners in respect of the said premises, the Promoter/Builder/ Developer herein have proposed the OWNERS to appoint them as Promoter/ Builder / Developer to construct a residential cum commercial building on the said land and premises and the said firm, i.e **"M/S. TIRUPATI ENTERPRISE"** and the Owners / the First Party herein have accepted the proposal herein upon discussion between themselves regarding terms and conditions on which the construction of such building can be undertaken and have accepted the terms and conditions as written hereunder and authorizing the said firm herein **"M/S. TIRUPATI ENTERPRISE"** herein to deposit Sanction Fees, to erect and or construct building/s as per sanction plan of Rajpur Sonarpur Municipality comprising of several flats, parking spaces, at its own costs and expenses on the aforesaid landed property mentioned in herein Schedule below and to dispose by way of sale or otherwise transfer to the intending purchaser/s or customers of the said flat/ flats and parking space / spaces to be constructed thereon by **"M/S. TIRUPATI ENTERPRISE"** herein Promoter/Builder/ Developer and thereafter both parties have mutually agreed to carry on and agreed to complete the proposed project on certain principal terms and conditions.

i) Thereafter for development of the said bastu land and for better residential accommodation, by constructing several multi storied building thereon the aforesaid Land Owners i.e. the Party of the First Part while are in peaceful possession and as lawful owners of their said bastu land, entered into a **Registered Development Agreement** with **"M/S. TIRUPATI ENTERPRISE"** a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI KISHORE KUMAR GHOSH** and **(2) SRI SUMAN KUMAR GHOSH** which was registered on

20/04/2022 at DSR-III, 24-Parganas(S), recorded in Book No. I, Volume No.1603-2022 Pages from 305247 to 305278, being No. 160308696 for the year 2022.

ii) Thereafter landowners also executed a Registered Development Power of Attorney to authorize, empower and permit the party of the Third part hereof as Promoter/Builder/ Developer to proceed with the proposed development work on said premises in accordance with the sanction building plan of the KMC at the costs and expenses of the Promoter/Builder/ Developer hereto and also to sell or dispose of the several flats / parking spaces and /or independent units comprised therein to the intending purchaser/s on such terms as it may deem fit on ownership basis with all conveniences and amenities therein. The said Registered Development Power of Attorney registered on 25/04/2022 at DSR-III, 24-Parganas(S), recorded in Book No. I, Volume No.16032022 Pages from 292007 to 292031 being No. 160306730 for the year 2022.

- C. The said Developer after started construction the new G+III storied building on the Said bastu Land and as per the sanction building permit No. **SWS/OBPAS/2207/2022/1378 Dated** _ ____ sanctioned by the Rajpur Sonarpur Municipality and named it as “BALAJI RESIDENCY” and thereby offered to sell and the Second Party herein have agreed to purchase one self-contained **Flat being No.” _ _ “at _ _ Floor, _ _ _ facing measuring _ _ _ Sq.ft. Carpet area more or less and one Covered Car Parking Space Being No._ _ at Ground Floor measuring 135 Sq.ft (2.5M X 5.0M) more or less** (which is more fully and particularly written below in the “SECOND SCHEDULE” and hereinafter referred to as ‘**SAID FLAT AND CAR PARKING SPACE**’ and referred to as the ‘**SAID PROPERTY**’ from the **DEVELOPER’S ALLOCATION TOGETHER WITH** the share in the Said Land And The Rights And Properties Appurtenant Thereto, i.e. the Undivided Impartible Proportionate share in the land underneath the New Building and also the undivided proportionate share in the Common Portions.
- D. By an Agreement for Sale(unregistered) dated _ _ **day of** _ _ _ _ _ **20**_ _ made among the Land Owners, Promoter/Builder/Developer/Confirming Party and the Purchasers, whereby and where under the parties therein agreed on the terms inter-alia (i) The Third Part/ Promoter/Builder/Developer/Confirming Party would sell the Said Property along with the common areas and facilities in the said building which is morefully and more particularly described in the THIRD SCHEDULE hereunder written and hereinafter be referred to as the “**SAID COMMON AREAS/SPACES**” (ii) The Promoter/Builder/ Developer/ Confirming Party would also sell and transfer the undivided proportionate share of land in

the said premises to the Second Part attributable to the Said Property and the said Common Spaces and (iii) The Second Part would pay to the Third Part **Rs.**_____ (Rupees _____ only) for **Flat No.** _____ at _____ **Floor,** _____ **facing measuring** _____ **Sq.ft. CARPET AREA more or less and Rs.**_____ (Rupees _____ Only) for **one covered car parking at Ground Floor being No.** _____ **measuring 135 Sq.ft (2.5 M X 5.0 M)** including all the common spaces and facilities in the said building together with proportionate share of land.

- E.** The Purchasers have already paid an amount of **Rs.** _____ (Rupees _____ Only) by different installments in respect of the Said Property to the Third Part/Builder/Developer out of the total consideration of **Rs.**_____ (Rupees _____ Only) as mentioned in Memo of Consideration written herein below.
- F.** The Purchasers now ready to pay the balance consideration amounting of **Rs.**_____ (Rupees _____ Only) and now call upon the Third Part i.e. the Builder/Developer/Confirming Party herein to execute and register a proper Deed of Conveyance/Indenture to complete the sell and transfer of the Said Property in favour of the Purchasers so that the Purchasers can own and possesses the Said Property forever, absolutely and freely from all encumbrances.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the property and in consideration of the sum of **Rs.**_____ (Rupees _____ Only) paid by the Purchasers to the Third Part/Builder/Developer, being the Price of proportionate undivided share in the Said Land, the Said Property wholly and the Common Areas, proportionately (the receipt whereof the Third Part/Builder/Developer doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchasers, the Said Share In The Land, the Said Property, the proportionate share in the Common Areas and the Rights And Properties Appurtenant Thereto), the Third Part/ Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the Undivided Impartible proportionate share in the land, underneath the Building, contained in the Said Land, **i.e.** bastu land measuring 8¼ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No.

8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588, Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094 as described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the Said **Flat being No.** _ _ **at** _ _ _ , _ _ _ **facing** _ _ measuring _ _ **Sq.ft. (Carpet Area)** more or less **and one Covered Car Parking Space Being No.** _ _ **at Ground Floor measuring 135 Sq.ft (2.5M X 5.0M) more or less** at G+III storied Building known as "Rajshree Residency" more fully described in the **SECOND SCHEDULE** hereto and which is delineated and demarcated in the Map annexed hereto that has been made a part of this Deed and bordered in "RED" and proportionately the Common Areas more fully described in the **THIRD SCHEDULE** hereto **AND TOGETHER WITH** the Rights And Properties Appurtenant Thereto, which are all hereafter as well as hereinbefore called the **"SAID FLAT" AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the Said Property And The Rights And Properties Appurtenant Thereto and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Land Owners/Vendors as well as the Developer into or upon the Said Flat and parking space And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchasers, free from all encumbrances, trusts, liens, lispens and attachments whatsoever (**SAVE** only those as are expressly mentioned herein and/or in the Sale Agreement) **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Said Land and the said G+III storied Building by the Purchasers and the Co-owners as mentioned in the **FOURTH SCHEDULE** hereto **TO HAVE AND TO HOLD** the Said Share In The Land And the Rights And Properties Appurtenant Thereto and the Said Property and the Common Areas and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively or arising out there from, absolutely and forever **SUBJECT TO** the covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein and/or

in the Sale Agreement **AND ALSO SUBJECT TO** the Purchasers paying and discharging all taxes, impositions and other Common expenses relating to the Said Land, proportionately and the Said Property and/or the Said Share in The Land And The Rights And Properties Appurtenant Thereto, wholly, details whereof are more fully mentioned in the **FIFTH SCHEDULE** and the **SIXTH SCHEDULE** hereto:

I. THE LAND OWNERS/VENDORS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- i)** That the Land Owners/Vendors are seized and possessed of and well and sufficiently entitled to the said land hereby sold, granted, conveyed, transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition, use, trust whatsoever. The Land Owners/Vendors have good right, full power and absolute authority to sell, grant, convey, transfer, assign and assure the land with all their estate right, title, interest, property, claim and demand whatsoever into or upon the Said Property unto the Purchasers free from all encumbrances, trusts, liens, lispendens and attachments whatsoever.
- ii)** That the Purchasers shall from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Property and the rights and properties appurtenant thereto hereby conveyed and receive rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Land Owners/Vendors or any person or persons lawfully or equitably claiming through, under or in trust for them.
- iii)** That the Said Property is free and clear and clearly and absolutely exonerated and discharged from or by the Land Owners/Vendors and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all manner of former or other estate rights, titles, interests, liens, charges and encumbrances whatsoever created, made done occasioned or suffered by them or any person or persons rightfully claiming from, under or in trust for them.
- iv)** That the Land Owners/Vendors and all persons claiming any right, title or interest in the said land through, from, under or in trust for the Land Owners/Vendors and will from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge and execute all such further acts,

deeds and things for more perfectly assuring the said land hereby conveyed unto the Purchasers which may be reasonably required.

- v) That the Land Owners/Vendors will not do anything whereby the rights of the Purchasers hereunder may be prejudicially affected and will do all acts as may be necessary and impediment to ensure the rights available to the Purchasers as Purchasers and as co-owners hereunder from the other co-owners.

III. THE DEVELOPER/CONFIRMING PARTY DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- i) That the Developer/Confirming Party has neither done any act, deed, matter and things nor has been party to any such acts, deeds, matters and things whereby or by reason whereof the Developer/Confirming Party may be prevented from assuring the Said Property and the Rights and Properties Appurtenant Thereto to the Purchasers.
- ii) That the Purchasers will from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Property And The Rights And Properties Appurtenant Thereto hereby conveyed and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Developer/ Confirming Party or any person or persons lawfully or equitably claiming through, under or in trust for the Developer.
- iii) That the Developer/Confirming Party will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such further acts, deeds and things for more perfectly assuring the Said Property And The Rights And Properties Appurtenant Thereto hereby conveyed unto the Purchasers which may be reasonably required.
- iv) The Developer/Confirming Party is delivering the Said Flats in complete habitable condition in usable condition by providing all amenities, fitting & fixtures in the Said Property as stipulated upon through the Sale Agreement.

IV. THE PURCHASERS DO HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:

- i)** To pay and bear all costs, charges and expenses as have been agreed between the Developer and the Purchasers in respect thereof
- ii)** To observe, fulfil and perform the rules, regulations and covenants hereunder written and/or under the Sale Agreement and/or otherwise **SAVE** those thereof as have already been observed, fulfilled and performed, including those described in the **SIXTH SCHEDULE** hereto and regularly pay and discharge, all taxes impositions and all other outgoings on and in connection with the Said Flat and the Common Areas and/or the New Building proportionately, including, the Common Expenses;
- iii)** The Purchasers shall punctually continue to pay at all times and every time the amount as assessed by the Developer or the Association or Committee which may form from time to time against the Said Property within seven days of every calendar month till the Said Property is separately assessed and the proportionate share of municipal rates and taxes, maintenance and services and outgoings.
- iv)** The Purchases shall not do or cause to be done any act or deed whereby the security of the said new building or the premises or any part thereof may be jeopardized.
- v)** The Developer shall have every right to sell the Car Parking Space/s on the Ground Floor to the intending Purchaser/Purchasers and convert any car-parking into commercial at its own discretion without any objection from the Purchaser/s.
- vi)** The Purchasers shall not use the common vacant space for stacking any materials thereon.
- vii)** The Purchasers shall compulsorily become the member of the Association or Committee, if any, formed later on and also do all such acts and things necessary to make such association or committee effective for the purpose for which they are created.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i)** THAT the Said Property in terms hereof and/or the Sale Agreement has been completed and finished and tenantable and vacant possession thereof has delivered by the Developer and received by the Purchasers;
- ii)** **AND THAT** the Purchases neither have nor will claim from the Vendors and/or Developer and/or the other Co-owners, any right, title or interest in any other part or

portion of the Land and/or the New Building **SAVE** the Said Flat And The Rights And Properties Appurtenant Thereto and the benefits, rights properties hereby sold and conveyed;

THE FIRST SCHEDULE : (The Said Land)

The Schedule-A Above Referred To

ALL THAT PIECE AND PARCEL of the bastu land measuring 8¼ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588, Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094,

The plan or map of the said land is annexed herewith and bordered with "Red Verge" which is butted and bounded as follows and will be treated with the part of this agreement.

ON THE NORTH : Land of Subhas Ch. Saha & R.S. Dag No. 71(P)

ON THE SOUTH : 12ft Wide Common Passage.

ON THE WEST : R.S. dag No. 71&73.

ON THE EAST : R.S Dag No.71

SCHEDULE - B ABOVE REFERRED TO:

(The Said Flat Vitrified Tiles Flooring with lift facility with one car parking space)

ALL THAT the said Flat No. " _ _ _ " at _ _ _ Floor, _ _ _ facing [flooring – vitrified tiles] comprising 02(two) Bed Rooms, 1(one) Living cum Dining Room, 1-Kitchen, 1-(One) Toilet, 1-(One) WC and 01 (one) Verandah measuring _ _ **Sq.ft.** carpet area more or less **and one Covered Car Parking Space Being No. _ _ _ at Ground Floor measuring 135 Sq.ft (2.5M X 5.0M) more or less at** 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094

THE THIRD SCHEDULE: (Common Areas)

1. Staircase and landings on all floors.
2. Common passage and lobby on the ground floor excepting Car Parking area.
3. Water pump, overhead water tank, water pipes and other common plumbing installations.

4. Electrical Wiring, Security Light and Meters space.
5. Drains, Sewers, Pipes and Septic tanks.
6. Boundary walls and main gate.
7. Lift machine room, Lift cage, machines and accessories, Common Toilet.
8. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the New Building as are necessary for the use and occupation of the Flats/Units in common and as are specified by the Developer to the Purchaser/s herein expressly to be the Common Areas in the New Building including the Ultimate roof right.

THE FOURTH SCHEDULE: (Easements)

The Co-Owners will allow each other the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right of common passage, user and movement in all the Common Areas;
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including, the Said Land;
- iii) The absolute unfettered and unencumbered right over the Common Areas **SUBJECT TO** the terms and conditions herein contained;
- iv) Such rights support, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Property And The Rights And Properties Appurtenant Thereto;
- v) The right, with or without workmen and necessary materials, to enter upon the Building, including, the Said or any other Flat/Apartment for the purpose of repairing any of the Common Areas or any appurtenances to any Flat/ Apartment and/or anything comprised in any Flat/Apartment in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving reasonable time previous notice in writing to the Co-Owners affected thereby.

THE FIFTH SCHEDULE : (The Common Expenses)

1. **MAINTENANCE:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing lighting

and renovating the Common Areas, including, the exterior or interior (but not inside any Flat/Unit) walls of said G+III storied Building.

2. **OPERATIONAL:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Areas.
3. **STAFF:** The salaries of and all other expenses on the staff to be (if ever) employed for the Common Purposes, viz. security personnel, sweepers, plumbers, electricians etc.
4. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Owners, in common.
5. **RATES AND TAXES:** Municipality Tax, BLL&LRO Khajna and other levies in respect of the Said Land mentioned in the First Schedule and the said G+III storied Buildings **SAVE** those separately assessed on the Purchaser/s.
6. **RESERVES AND MISCELLANEOUS:** All other expenses, taxes, rates and other levies as are deemed to be necessary or incidental or liable to be paid by the Co-Owners in common, including, such amount as be fixed for Creating a fund for replacement, renovation, painting and/or other periodic expenses relating to the Common Areas.

THE SIXTH SCHEDULE: (Covenants, Rules And Regulations)

1. TITLE AND CONSTRUCTION :

The Purchasers have examined the Plans, the title of the Owners/Vendors to the Said Land, the Common Areas and the facilities, amenities, fixtures and fittings provided or as fitted in the said G+II storied Buildings at Balaji Residency within the limits of KMC, including the Said Flats and has fully satisfied himself with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the Purchasers and will not make any claim or demand whatsoever against the Owners/Vendors or the Developer or put any requisition concerning the nature, scope and extent thereof. The Purchaser received the possession physically of the said flat and car parking space mentioned herein above in Schedule -B with full satisfaction, i.e. the purchasers possesses the said flat and parking space from the date execution of this Indenture.

2. TRANSFER & DISMEMBERMENT :

- 2.1. The Purchasers will not, at any time, claim/ partition of the Undivided Impartible Proportionate Share and/or the Common Area.
- 2.2. **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provision of law for the time being in force, the Purchasers will be entitled to the exclusive ownership, possession and enjoyment of the Said Property and the Rights and Properties Appurtenant Thereto and the same will be liable and transferable as other immovable properties.
- 2.3. The Purchasers shall be entitled to sell, transfer, assign, mortgage, dispose of let out or part with possession of the said flat and car-parking space according to their choice.
- 2.4. Subject to the provisions contained in this deed and subject to the provisions of law for the time being in force the purchasers shall be entitled to exclusive ownership possession and enjoyment of the flat and car-parking space together with all the benefits, rights and facilities as herein specifically provided and the properties hereby conveyed to the purchasers will be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.

3. MUTATION, TAXES AND IMPOSITIONS :

The Purchasers shall, hereafter by their own initiative apply for and have the Said Property mutated in their name in the records of the competent authority for the purpose of Municipal rates and taxes.

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

The Purchasers shall, at their own costs, wholly in case it relates to the Said Property or any part thereof and proportionately, in case it relates to all the Flats/Units/Car Parking Spaces in the Said Building and/or the Common Portions, make all alterations and/or additions as be required to be made and similarly pay all fees and/or penalties required to be paid to the competent authority or other statutory bodies in respect thereof and shall also take permission from the Developer/Builder or the Association, if any, formed later on prior to making such alterations/additions.

5. USER OF THE FLATS/UNITS AND THE COMMON PORTIONS :

After the date hereof, the Purchasers will, at their own costs and expenses, do the following:

5.1 Use the Said Property and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant.

5.2 THE PURCHASERS WILL NOT DO THE FOLLOWING:

- i. Obstruct the Co-owners in their acts, relating to the Common Purposes.
- ii. Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas.
- iii. Injure, harm or damage the Common Portions or any other Flat/Apartment or in the Building.
- iv. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions **SAVE** at the places indicated there for.
- v. Place or cause to be placed any article or object in the Common Areas.
- vi. Use the Said Flat or any part thereof for any purpose other than for residential purpose.
- vii. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Areas.
- viii. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats/ Apartments in the Building.
- ix. Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties hereto in presence of
The following

WITNESSES :-

1.

(OWNERS/VENDORS)
SIG. OF THE FIRST PARTY

2.

(1)

(2)

(PURCHASERS)
SIG. OF THE SECOND PARTY

(DEVELOPER / CONFIRMING PARTY)
SIG. OF THE THIRD PARTY

Drafted by:

Typed by:- _____

Subimal Dutta,
Alipore Police Court, Kolkata-27.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the remaining balance amount which is the within mentioned sum of **Rs.** _____ (Rupees _____ Only) being the remaining consideration money as mentioned in Memo below:-

BANK/BRANCH/CHQ. NO./RTGS/NEFT	DATE	AMOUNT IN Rs.

Paid As Advance Payment:-

BANK/BRANCH/CHQ. NO./RTGS/NEFT	DATE	AMOUNT IN Rs.

GRAND TOTAL= Rs. _____ **/00**
(Rupees - _____ Only)

WITNESSES:-

1.

TIRUPATI ENTERPRISE
Kishore Kumar Hashi
Partner

2.

**SIG. OF THE DEVELOPER/
CONFIRMING PARTY**

Typed by:- _____

Subimal Dutta,
Alipore Police Court,
Kolkata-27.