

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of July, Two Thousand Twenty Three (2023) A.D.

B E T W E E N

(1) SRI NARAYAN SANKER HALDER (PAN – ABCPH6583N), (AADHAAR NO. 8889 8408 6064), (2) SRI SIBSANKAR HALDER (PAN

– **ADDPH9369P), (AADHAAR NO. 7224 5015 2048)**, both sons of Late Harihar Halder and **(3) SRI PIJUSH KANTI HALDER (PAN – AANPH3411K), (AADHAAR NO. 6560 9859 8618)**, son of Late Dwarika Nath Halder, Nos. 1 to 3 all by occupation - Service and all by faith Hindu, all by nationality Indian and all are residing at 12, Nibedita Sarani,, P.O. & P.S. Parnasree, Kolkata – 700 060, hereinafter jointly and collectively called and referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the **FIRST PART** being represented by their lawful constituted Attorney **SMT. SUJATA DUTTA**, wife of Sri Satyajit Dutta, residing at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, the sole proprietress of **OM ENTERPRISE**”, a Proprietorship Firm, having its office at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, by virtue of registered Development Power of Attorney, which was duly registered on 30.06.2020 at the Office of the D.S.R. II, Alipore, and was recorded in Book No. I, Volume No. 1602-2020, Pages from 133282 to 133347, Being No. 03382 for the year 2020.

AND

“M/S. OM ENTERPRISE”, a Proprietorship Firm, having its office at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, being represented by its sole Proprietor **SMT. SUJATA DUTTA, (PAN – BMJPD9236R), (AADHAAR NO. 2912 2837 6504)**, wife of Sri Satyajit Dutta, residing at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, hereinafter called and referred to as “the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**

AND

(1) **SRI** (**PAN** –), (**AADHAAR NO.**), son of Sri Kamala Kanta Barman, by occupation – Service, and (2) **SMT.** (**PAN** –), (**AADHAAR NO.**) wife of Sri Bimal Barman, by occupation – Housewife, both by caste – Hindu, both by Nationality - Indian and both are residing at Village - khagri bari, P. O. – patlakhawa, P.S. pundibari, District - Coochbehar, Pin – 736165, hereinafter jointly and collectively called and referred to as the “**PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS at all material time one Bajendra Lall Bhaduri, son of late Rajendra Bhaduri of Paruipara Road, District 24 Parganas (South) was the sole and absolute Owner of ALL THAT paddy land measuring more or less 01 Bigha 14 Cottahs 06 Chittacks 37 Sq. ft lying and situated at Mouza Dak Naskarpur Sibre, P.S. formerly Behala, now Parnasree, Pargana Balia J.L. No.

2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483 & 7484, comprised in C.S. Dag Nos. 276 & 277 within the limits of the then South Suburban Municipality in the District 24 Parganas.

AND WHEREAS while in absolute possession and enjoyment of the aforesaid property said Bajendra Lal Bhaduri sold, conveyed and transferred a portion of his said property measuring more or less 17 Cottahs 04 Chittacks 12 Sq.ft unto and in favour of one Smt. Indira Ghose wife of Late Satyendra Bhusan Ghose by virtue of a registered Deed of Sale which was duly registered in the Sub-Registry office at Behala and was recorded in Book No. I, Volume No. 31, Pages from 1 to 7, Being No. 2300, for the year 1962.

AND WHEREAS while in absolute possession and enjoyment of the aforesaid property to meet her some urgent need of money said Indira Ghose through her constituted Attorney sold, conveyed and transferred her said property measuring more or less 17 Cottahs 04 Chittacks 12 Sq.ft unto and in favour of one Sri Harihar Halder since deceased Smt. Indumati Halder, Sri Nirmal Kanti Halder since deceased and Sri Pijush Kanti Halder by virtue of a registered Deed of Sale which was duly registered in the District Registrar

office at Alipore and was recorded in Book No. I, Volume No. 310, Pages from 289 to 300, Being No. 9509, for the year 1981.

AND WHEREAS thus Sri Harihar Halder since deceased Smt. Indumati Halder, Sri Nirmal Kanti Halder since deceased and Sri Pijush Kanti Halder became the absolute joint Owners of ALL THAT paddy land measuring more or less 17 Cottahs 04 Chittacks 12 Sq. ft lying and situated at Mouza Dak Naskarpur Sibre, P.S. Behala. Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483, 7484, comprised in C.S. Dag Nos. 276 & 277 within the limits of the then South Suburban Municipality in the District 24 Parganas (South) and subsequently they jointly got their names mutated in the records of the Kolkata Municipal Corporation being numbered as 146B, Upendra Nath Banerjee Road, P.S. previously Behala, now Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131 and they started living there by erecting a dwelling house thereon.

AND WHEREAS thereafter Harihar Halder died intestate on 16th July 2003, leaving behind him, his wife Indumati Halder, two sons Sri Narayan Sanker Halder and Sri Sib Sankar Halder as his only legal heirs and successors who jointly inherited the said property left by Harihar Halder.

AND WHEREAS thereafter Nirmal Kanti Halder also died intestate on 28th July 2006, leaving behind his surviving widow, Smt. Runu Halder and two sons namely Sri Rupam Halder and Sri Nilam Halder as his legal heirs and successors of his undivided 1/4th share of the said property measuring more or less 4 Cottahs 05 Chittacks 03 Sq.ft together with structure standing thereon out of total property.

AND WHEREAS thereafter Smt. Runu Halder, Sri Rupam Halder and Sri Nilam Halder jointly sold, conveyed and transferred their undivided 1/4th share of Bastu land measuring more or less 4 Cottahs 05 Chittacks 03 Sq.ft out of the total land measuring more or less 17 Cottahs 04 Chittacks 12 Sq.ft lying and situated at Mouza Dak Naskarpur Sibre, P.S. Behala, Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483, 7484, comprised in C.S. Dag Nos. 276 & 277 within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131 unto and in favour of Indumati Halder, Sri Narayan Sanker Halder and Sri Sib Sankar Halder by virtue of a registered Deed of Sale which was duly registered on 26.11.2007 at the office of D.S.R.-II Alipore and was

recorded in Book No. I, C.D. Volume No. 106, Pages from 978 to 981, Being No. 01541, for the year 2003.

AND WHEREAS thus the present Land Owners herein and Smt. Indumati Halder became the joint Owners of ALL THAT piece and parcel of Bastu land measuring more or less 17 Cottahs 04 Chittacks 12 Sq.ft together with asbestos shed structure standing thereon lying and situated at Mouza Dak Naskarpur Sibre, now Behala Goragacha, Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483, 7484, comprised in C.S. Dag Nos. 276 & 277 within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, P.O. & P.S. Parnesree, Kolkata – 700 060, Ward no. 131.

AND WHEREAS thereafter the present Land Owners herein and Smt. Indumati Halder jointly entered into a Development Agreement for construction cum Power of Attorney with the Developer namely OM ENTERPRISE, a proprietorship firm having its office at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, being represented by its sole proprietress SMT. SUJATA DUTTA, wife of Sri Satyajit Dutta, residing at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060,

under certain terms and conditions as stated therein which was duly registered on 15.06.2018 at the Office of D.S.R.-II Alipore & was recorded in Book No. I, Volume No. 1602-2018, Pages from 220547 to 220605, Being No. 06578, for the year 2018.

AND WHEREAS in the said Development Agreement for construction cum Power of Attorney there were some typographical mistakes owing to inadvertence in respect of Khatian nos. and the said mistakes were rectified or corrected by a Deed of Declaration which was duly registered in the Office of D.S.R.-II Alipore, 24 Parganas (South) and was recorded in Book No. IV, Volume No. 1602-2019, Pages from 309 to 321, Being No. 0014, for the year 2019.

AND WHEREAS the present Land Owners herein and Smt. Indumati Halder and the said Developer agreed not to enforce the said Development Agreement in change of circumstances and accordingly both the present Land Owners herein and Smt. Indumati Halder and the said Developer have cancelled & revoked the said Development Agreement for construction cum Power of Attorney which was also registered in the Office of D.S.R.-II Alipore

and was recorded in Book No. I, Volume No. 1602-2020, Pages from 24671 to 24705, Being No. 0450, for the year 2020.

AND WHEREAS thereafter the present Land Owners herein and Smt. Indumati Halder while jointly seized and possessed the said land, they physically measured the said property and it was found that some portion of the land was reduced for widening of the Eastern and southern side of the said premises for use of Municipal Road and at present the physical measurement of the said premises is now 14 Cottahs 08 Chittacks 17 Sq.ft together with 200 Sq.ft tiles shed structure standing thereon lying and situated at Mouza Dak Naskarpur Sibre, now Behala Goragacha, Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483 & 7484, comprised in C.S. Dag Nos. 276 & 277, within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, P.O. & P.S. Parnesree, Kolkata – 700 060, Ward no. 131.

AND WHEREAS for the exclusive possession and better use, occupation and enjoyment of the said premises, the present Land Owners herein and Smt. Indumati Halder jointly divided the said property and have mutually

partitioned their shares by meets and bounds by demarcating their respective portions.

AND WHEREAS accordingly the present Land Owners herein and Smt. Indumati Halder have registered and executed a registered Deed of Partition among themselves according to their respective shares which was duly registered in the Office of D.S.R.-II, Alipore and was recorded in Book No. I, Volume No. 1602-20230, Pages from 40682 to 40723, Being No. 00916, for the year 2020.

AND WHEREAS by virtue of the said Deed of Partition the present Land Owners became the absolute joint Owners ALL THAT piece and parcel of Bastu land measuring more or less 07 (seven) Cottahs 04 (four) Chittacks 09 (nine) Sq.ft together with tiles shed structure standing thereon measuring more or less 100 Sq.ft. lying and situated at Mouza Dak Naskarpur Sibre now Behala. Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483 & 7484, comprised in C.S. & R.S. Dag Nos. 276 & 277 within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131,

A.D.S.R. Behala, D.S.R. Alipore, District of 24 Pgs (S), as mentioned in the Second Schedule as Plot "A" shown in RED colour as annexed in the said Deed of Partition.

AND WHEREAS thereafter the present Land Owners herein got mutated their names in the Assessment Collection Department of the Kolkata Municipal Corporation (S. S. Unit) as the joint Owners in respect of their allocation being known as K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131, being Assessee no. 41-131-19-0145-3 morefully and particularly mentioned and described in the Schedule "A" hereunder written.

AND WHEREAS while in enjoyment of the said property, the present Land owners further intend to develop their said property by raising a multi- storied Building thereon through the said Developer and accordingly They jointly further requested the present Developer to develop their said premises for and on behalf of them.

AND WHEREAS after discussion both the Land Owners and the Developer have agreed to construct the multi-storied Building as per sanctioned Plan to be sanctioned by the Kolkata Municipal Corporation and accordingly they have entered into a Development Agreement for construction cum Development Power of Attorney for developing the schedule 'A' property under terms and conditions as mentioned therein and the same was duly registered on 30th June 2020 at the Office of the D.S.R. II, Alipore, and was recorded in Book No. I, Volume No. 1602-2020, Pages from 133282 to 133347, Being No. 03382 for the year 2020.

AND WHEREAS in terms of the said registered Development Agreement for construction cum Development Power of Attorney the Developer got sanctioned building plan of G+4 building with lift facility from the building department of the KMC Authority vide sanctioned Plan No. 2020140230 dated 01.12.2020 in the name of the owners and started construction of G+4 storied building by making several self-contained residential Flats and Car Parking Spaces and Shop Rooms upon the schedule "A" property in accordance with the sanctioned building plan.

AND WHEREAS the Purchasers have inspected the relevant documents like Title Deeds, Development Agreement and Sanctioned Building Plan and other valuable documents of the flat from Developer's Allocation in the building under construction.

AND FOR THE PURPOSE of raising fund to meet the huge expenditure involved in the building under construction, the Developer herein proclaimed to sell her allocated Flat in the building and the Purchasers, herein who were in search of one self-contained residential flat, came across with the said proclamation and being satisfied with the same, decided to purchase all that one self-contained residential flat being Flat No. 3B, measuring more or less 833 Sq.ft super built up area on the North-East side of the Third floor from the Developer's Allocation of the said building upon the K.M.C. Premises No. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131, morefully and particularly described in the Schedule "B" written hereunder below at and for a total consideration of Rs. 45,50,000/- (Rupees Forty Five Lakh Fifty Thousand) only free from all encumbrances under the terms and conditions mentioned herein below.

AND WHEREAS the developers herein have decided to sale from their "**Developers Allocation**" one self contained residential flat (for which the possession letter was received from the Developer on dated) being Flat No. 3B, measuring more or less 833 Sq.ft super built up area on the North-East side of the Third floor from the Developer's Allocation of the said building upon the K.M.C. Premises No. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131, morefully and particularly described in the Schedule "B") only and knowing the same the **PURCHASER** herein has proposed to the **OWNERS** to sell the said property in favour of the **PURCHASER** at or for the said price as fixed by the **OWNERS** herein.

AND WHEREAS the parties herein have discussed between themselves regarding terms and conditions on which the said property mentioned in the **Second Schedule** herein below can be disposed of in favour of the **PURCHASER** and the parties herein entered themselves into an **Agreement for Sale on**

NOW THIS INDENTURE WITNESSETH in pursuance of the said **Agreement for Sale dated** and in consideration of **Rs.45,50,000/- (Rupees Fourty Five Lakhs Fifty Thousand) only.** the Vendors doth hereby acquit and release the Purchaser and the property being the undivided proportionate share in the land described in the First Schedule in respect of **ALL THAT** piece and parcel of a self contained **residential Flat** as more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided impartible proportionate share of land including all common facility and amenities belonging to the said Building and the Vendors doth hereby convey and transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, trust, annuities, lispence and servants or easements with **ALL THAT** the undivided proportionate share of land more fully described in the **FIRST SCHEDULE** in particular the undivided proportionate share in the land underneath in respect of the **SECOND SCHEDULE** flat or howsoever otherwise as the said property now are hereto before were situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendage, appurtenance, walls, ways, paths, passages, sewerages, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were told, used, occupied

or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the owners into and upon the same or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED

conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the rules and regulations and agreements lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement, etc., now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Kolkata Municipal Corporation Vendors doth hereby covenant with the Purchaser that notwithstanding any acts deeds or things by the Vendor made done or executed or knowingly suffered with the contrary the Vendors now have good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the Purchaser in manner aforesaid **AND** that the Purchaser, shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents,

issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses the Vendors well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, annuities, debtor, wakf, charges or maintenance and residence whatsoever made or suffering or created by the Vendors or threir predecessors-in-interest or any person lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the Vendors will from time to time and at all times hereinafter at the request and cost of the Purchaser do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the Purchaser in any manner aforesaid or shall or may be reasonable required.

AND the Purchaser for him, himself, his heirs, executors, administrators and assigns doth hereby covenant with the Vendors and/or other co-owner of the other unit in the said building.

- A. That the Purchaser shall abide by the Bye-Laws of the Society/Association to be formed and shall bear and pay his proportionate share or part in the common expenses required to be paid as his share of expenses as required by the other co-owners.

- B. That the Purchaser shall use the said flat for residential purpose only and for no other purpose.
- C. That the Purchaser shall not do any work which would jeopardize the soundness or safety of the property reduce the value thereof or impair any easement nor shall the Purchaser and any material structure or excavate any addition basement or cellar without, in every such case the unanimous consent of all the other apartment owners in the building including the Vendors being first obtained.
- D. That the Purchaser shall be liable to pay the proportionate share of Municipal tax, and other fees and also of the common expenses for the maintenance of the common area.

AND IT IS HEREBY DECLARED AND AGREED that in case said deeds and writings hereinbefore covenanted to be produced or any of them, shall at any time hereafter be delivered by the Vendors to any other person or persons he shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant therein before contained then and in such case said last mentioned covenant shall forthwith be null and void so far as regards, the deeds and writings to which said substitute covenant shall relate. Be it mentioned that by virtue of the Deed of Transfer of Apartment the Purchaser has become entitled to the proportionate impartible share of the land as per attached sketch and the Flat Ownership together with the vertical support of the beams and pillars,

easements rights over the common space on the ground floor for egress and ingress of receipt the entrance passage of the areas isolated demarcated with boundary walls, balcony sewers for exclusive use of residential owners the common areas of described in the **THIRD SCHEDULE** hereunder.

AND that the Purchaser further covenant with the vendors that he will not at any time demolish any part of the said Flat and also they will not do any act, deed or thing which might be objected by the vendors/land owners as well as other co-owners and the Purchaser will observe the terms and conditions as laid down in the **FOURTH SCHEDULE** hereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the “land”)

ALL THAT piece and parcel of Bastu land measuring more or less 07 (seven) Cottahs 04 (four) Chittacks 09 (nine) Sq.ft together with G + 4 storied building with lift facility under construction comprised at Mouza Dak Naskarpur Sibre now Behala. Pargana Balia J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian Nos. 7483 & 7484, comprised in C.S. & R.S. Dag Nos. 276 & 277, within the limits of the Kolkata Municipal Corporation (S. S. Unit), being K.M.C. Premises no. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700060, K.M.C. Ward no. 131, Assessee no. 41-131-19-0145-3, A.D.S.R. Behala, D.S.R.

Alipore, Dist.24 Pgs (S). The Property is situated at Khudiram Bose Sarani to end of the Road, which is butted & bounded by:-

ON THE NORTH : Premises no. 146B/1, Upendra Nath Banerjee Road, (Plot B)

ON THE SOUTH : Upen Banerjee Road

ON THE EAST : Upen Banerjee Road

ON THE WEST : Land & building of Narendra Nath Mitra & Bipad Mouley.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the "Flat")

ALL THAT piece and parcel of one residential ownership self contained flat being Flat No. 3B, measuring more or less 833 (Eight Hundred Thirty Three Sq.ft super built up area on the North-East side of the Third floor lying and situated at Premises No. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131, together with undivided proportionate share of land underneath the building as described in the Schedule "A" and also proportionate common rights of the common property as per Schedule "C" hereunder written. The said Flat consisting of 3 (three) Bed Rooms, 1 (one) Kitchen cum Dining, 1 (one) Toilet, 1 (one) W.C.

THE THIRD SCHEDULE ABOVE REFERRED TO**THE SCHEDULE "C" ABOVE REFERRED TO****PAYMENT PLAN BY THE ALLOTTEE(S)****INSTALLMENT PAYMENT PLAN**

On Booking/ Agreement	30%
On Foundation	7.5%
On Ground Roof Casting	7.5%
On First Roof Casting	7.5%
On Second Roof Casting	7.5%
On Third Roof Casting	7.5%
On Fourth Roof Casting	7.5%
On Fifth Roof Casting	7.5%
On Brick and Plaster of Purchased Unit	7.5%
On Registration or Handover	10%

All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Vendor/Developer. The Vendor/Developer shall deduct booking amount plus applicable GST on the amount so received till such time and refund the balance payment, without any interest thereon.

All payment received after due date will be first applied towards applicable Interest and other sums if any due and thereafter towards the installment. No payment will be received after due date without the payment of applicable interest if any.

(COMMON PORTION)

1. 1. Roof, Stair Case.
2. Entrance of the building.
3. Pump room.

4. Overhead water tank.
5. Water pump and motor.
6. Lift and lift areas.
7. Water pipes and other common plumbing installations.
8. Electric wiring meters and fittings (excluding those that are installed inside the flats).
9. Conduits utilities lines telephones electrical systems etc.

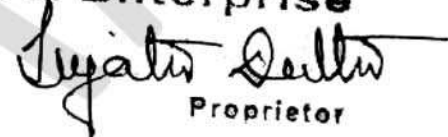
IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in presence of : –

WITNESSES :

SIGNATURE OF THE VENDORS

OM Enterprise


Proprietor

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:-

Advocate
Alipore Police Court
Kolkata-700027

Typed by me:-

Soumitra Biswas
Maa Manasha Xerox
Alipore Police Court
Kolkata-700027

MEMO OF CONSIDERATION :

RECEIVED from the within named Purchaser the within mentioned sum of Rs.40,00,000/- (Rupees Forty Lakhs) only as the full and final consideration per following manner

MEMO

Cheque/ Cash	Date	Drawn on	Amount (Rs.)
		Total	45,50,000/-

(Rupees Forty Lakhs) only

WITNESSES :

1.

2.

SIGNATURE OF THE VENDORS

OM Enterprise

Sujata Luthra
Proprietor