

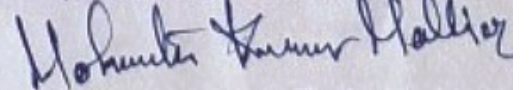
DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**

- 3.1 **CENTURY MANSION PRIVATE LIMITED [PAN. AADCC3552H]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its office at Ground Floor, 6/1K, Rajabagan Lane, P.O. Ghungudanga, P.S. Sinthee, Kolkata - 700030, District North 24 Parganas, West Bengal.

The said Century Mansion Private Limited duly represented by its/their constituted attorney, **VAISHNO DEVI REALTY [PAN. AAPFV7361N]**, a Partnership Firm, having its office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOHANTA KUMAR MALLICK [PAN. AQMPM2322B], [AADHAAR NO. 247705059372] & [MOBILE NO. 9874125754]**, son of Rakhal Chandra Mallick, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **DIPEN NASKAR [PAN. ABKPN7864J], [AADHAAR NO. 940299393682] & [MOBILE NO. 9830309651]**, son of Bibhuti Bhusan Naskar, residing at Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) **DILIP DUTTA [PAN. AFXPD8923K], [AADHAAR NO. 569630862356] & [MOBILE NO. 9231697522]**, son of Late Biswanath Dutta, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) **AJAY KUMAR SINGH [PAN. AZPPS1090Q], [AADHAAR NO. 329105682543] & [MOBILE NO. 9831204640]**, son of Mohan Singh, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) **SUDESH KUMAR GUPTA [PAN. ADUPG7513R], [AADHAAR NO. 313793075726] & [MOBILE NO. 9831117210]**, son of Abhoy Nath Gupta @ Abhay Nath Gupta, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 08.12.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No.

VAISHNO DEVI REALTY



Partner

1523-2021, Page from 740617 to 740649, being Deed No. 152317495 for the year 2021.

Hereinafter called and referred to as the **“LANDOWNER/VENDOR”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

3.2 [PAN.], [AADHAAR NO.] & [MOBILE NO.], son/wife/daughter of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

3.2.1 [PAN.], [AADHAAR NO.] & [MOBILE NO.], son/wife/daughter of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

Hereinafter called and referred to as the **“PURCHASER/S”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

AND

3.3 **VAISHNO DEVI REALTY [PAN. AAPFV7361N]**, a Partnership Firm, having its office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOHANTA KUMAR MALLICK [PAN. AQMPM2322B], [AADHAAR NO. 247705059372] & [MOBILE NO. 9874125754]**, son of Rakhal Chandra Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Aiport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **DIPEN NASKAR [PAN. ABKPN7864J]**,

[AADHAAR NO. 940299393682] & [MOBILE NO. 9830309651], son of Bibhuti Bhusan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) **DILIP DUTTA [PAN. AFXPD8923K], [AADHAAR NO. 569630862356] & [MOBILE NO. 9231697522]**, son of Late Biswanath Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) **AJAY KUMAR SINGH [PAN. AZPPS1090Q], [AADHAAR NO. 329105682543] & [MOBILE NO. 9831204640]**, son of Mohan Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) **SUDESH KUMAR GUPTA [PAN. ADUPG7513R], [AADHAAR NO. 313793075726] & [MOBILE NO. 9831117210]**, son of Abhoy Nath Gupta @ Abhay Nath Gupta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchasers and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**
- 4.1 **Transfer of Said Flat & Covered Car Parking Space and Appurtenances :**
- 4.1.1 **Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of carpet area corresponding to ... (.....) Square Feet be the same a little more or less of super built up area**, ALONGWITH piece and parcel of one standard sized **Covered Car Parking Space** (..... shutter), on the

Ground Floor, , measuring **135 (One Hundred Thirty Five) Square Feet be the same a little more or less**, lying and situated in the building complex namely **“CENTURY MANSION”**, morefully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common facilities and common amenities in the said building complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**
:

5.1 **Representations and Warranties Regarding Title** : The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF CENTURY MANSION PRIVATE LIMITED, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Joint Recorded Ownership of (1) Jitendra Nath Basu & (2) Dhirendra Nath Basu** : One (1) Jitendra Nath Basu & (2) Dhirendra Nath Basu were the absolute joint recorded owners of ALL THAT piece and parcel of Sali land measuring 120 (One Hundrd Twenty) Decimal more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.2 **Demise of Dhirendra Nath Basu** : While in absolute possession and absolute ownership over the aforesaid property, the said Dhirendra Nath Basu died intestate, leaving behind his six sons namely (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Sukumar Basu, (4) Subhash Chandra Basu, (5) Manindra Nath Basu & (6) Phanindra Nath Basu, as his heirs and successors in interest in respect of his undivided fifty share in the aforesaid property, left by the said Dhirendra Nath Basu, since deceased.

5.1.1.3 **Demise of (1) Manindra Nath Basu & (2) Sukumar Basu** : The said (1) Manindra Nath Basu & (2) Sukumar Basu, both sons of Late Dhirendra Nath Basu both died intestate as unmarried/bachelor condition, and in

accordance with the Hindu Succession Act, the share of the said (1) Manindra Nath Basu & (2) Sukumar Basu in the aforesaid property, devolved upon their alive brothers, the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu in equal proportion.

- 5.1.1.4 **Absolute Joint Ownership of Jitendra Nath Basu & 4 Others** : Thus on the basis of the aforementioned facts and circumstances, the said Jitendra Nath Basu and the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu, became the absolute joint owners of the aforesaid land measuring 120 (One Hundred Twenty) Decimal more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.5 **Record By Pravash Chandra Basu** : It is to be mentioned here that the said Pravash Chandra Basu, son of Late Dharendra Nath Basu duly recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 236.
- 5.1.1.6 **Acquired (Part) By Government of West Bengal & Remaining Ownership** : It is also pertinent to mentioned here that out of the aforesaid total plot of land measuring 120 (One Hundred Twenty) Decimals more or less, a land measuring 8 (Eight) Decimals more or less was acquired by Government of West Bengal by virtue of a notice issued by L.A. Collector vide L.A. No. 4/42 of 58-59, for construction of Road, and hence the title of the said Jitendra Nath Basu and the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu, was reduced to 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.7 **Joint Sale by the said (1) Subhas Chandra Basu & (2) Phanindra Nath Basu to their co-owner, said Jitendra Nath Basu** : The said (1) Subhas Chandra Basu & (2) Phanindra Nath Basu jointly sold, transferred and conveyed their share (out of their joint 1/8th share) in the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under

R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to their co-owner, the said Jitendra Nath Basu, by the strength of a Registered Deed of Conveyance, registered on 06.03.1974, registered in the office of the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 36, Pages 214 to 218, being Deed No.1900 for the year 1974.

- 5.1.1.8 **Demise of Subhash Chandra Basu** : The said Subhash Chandra Basu died intestate, leaving behind his wife namely Pushpa Basu and three sons namely (1) Ashok Kumar Basu, (2) Ashim Basu & (3) Raju Basu, as his heirs and successors in interest in respect of his undivided share left by the said Subhash Chandra Basu, since deceased, in the aforesaid total property.
- 5.1.1.9 **Demise of Phanindra Nath Basu** : The said Phanindra Nath Basu died intestate, leaving behind his wife namely Gita Basu and only daughter namely Lakshmi Basu as his heirs and successors in interest in respect of his undivided share left by the said Phanindra Nath Basu, since deceased, in the aforesaid total property.
- 5.1.1.10 **Demise of Jitendra Nath Basu** : The said Jitendra Nath Basu died intestate on 15.12.1977, leaving behind his six sons namely (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu & (6) Panchu Gopal Basu, and two daughters namely (1) Gouri Rani Ghosh & (2) Anjali Rani Ghosh, as his heirs and successors in interest in respect of his undivided share in the aforesaid total property, left by the said Jitendra Nath Basu, since deceased.
- 5.1.1.11 **Sale by the said Abani Kumar Basu to the said Sudin Prakash Basu & 7 Others** : The said Abani Kumar Basu sold, transfer and conveyed his share in the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to his co-owners, the said (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu, (6) Panchu Gopal Basu, (7) Gouri Rani Ghosh & (8) Anjali Rani Ghosh, by the strength of a Registered Deed of Conveyance,

registered on 17.12.1979, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 170, Pages No. 41 to 44, being Deed No. 8194 for the year 1979.

- 5.1.1.12 **Sale by the said Pushpa Basu & Others to the said Sudin Prakash Basu & 7 Others** : The successors of the said Subhash Chandra Basu, since deceased namely (1) Pushpa Basu, (2) Ashok Kumar Basu, (3) Ashim Basu & (4) Raju Basu AND successors of the said Phanindra Nath Basu, since deceased namely (1) Gita Basu & (2) Lakshmi Basu, jointly sold, transferred and conveyed a plot of land measuring 9.97 (Nine Point Nine Seven) Decimals more or less out of the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to their co-owners, the said (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu, (6) Panchu Gopal Basu, (7) Gouri Rani Ghosh & (8) Anjali Rani Ghosh, by the strength of a Registered Deed of Conveyance, registered on 05.07.1999, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake, and recorded in Book No. I, Volume No. 54, Pages No. 231 to 240, being Deed No. 2180 for the year 1999.
- 5.1.1.13 **Amicable Partition** : To avoid future confrontation in the property, the said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, and the said Pravash Chandra Basu, amicably partition their share in the aforesaid total property, by executing a amicable Deed of Partition.
- 5.1.1.14 **L.R. Records** : It is to be stated here that the said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu & (6) Sushanta Kumar Basu, recorded their names in L.R. Settlement in respect of 98 (Ninety Eight) Decimals more or less out of the total land measuring 112 (One Hundred Twelve) Decimals more or less. The L.R. Khatian Numbers of the said owners, is as follows :

<u>Name</u>	<u>L.R.Khatian No.</u>
Sudin Prakash Basu	470/1
Bivash Chandra Basu	263/1
Joydeb Chandra Basu	142/1

Sushanta Kumar Basu	497/1
Rabin Kumar Basu	339/1
Panchu Gopal Basu	214/1

- 5.1.1.15 **Sale by the said Sudin Prakash Basu & 7 Others to (1) Tapashi Biswas & (2) Mridul Kanti Dey** : The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, jointly sold, transferred and conveyed a plot of land measuring 33 (Thirty Three) Decimals more or less equivalent to land measuring 20 (Twenty) Cottah more or less, out of their total mutation land area measuring 98 (Ninety Eight) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Tapashi Biswas, wife of Mrinal Biswas & (2) Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strenth of a Registered Deed of Conveyance, registered on 12.08.1994, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 121, Pages No. 107 to 122, being Deed No. 5604 for the year 1994.
- 5.1.1.16 **Again Sale by the said Sudin Prakash Basu & 7 Others to Minati Roy And Ownership of Minati Roy** : The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, again jointly sold, transferred and conveyed a plot of land measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less out of their total mutation land area measuring 98 (Ninety Eight) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Minati Roy, wife of Jagannath Roy, by the strenth of a Registered Deed of Conveyance, registered on 10.02.1997, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 23, Pages 363 to 374, being Deed No. 865 for the year 1998.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 865 for the year 1998, the said Minati Roy, wife of Jagannath Roy, became the absolute owner of the aforesaid plot of land measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less.

- 5.1.1.17 **Sale by the said Tapashi Biswas to the said Mridul Kanti Dey :** The said Tapashi Biswas sold, transferred and conveyed a plot of land measuring 7 (Seven) Cottah 0 (Zero) Chittack 20 (Twenty) sq.ft. more or less out of her share in the aforesaid total purchased land [purchased under Deed No. 5604 for the year 1994 (as described in Clause No. 5.1.1.15)] measuring 33 (Thirty Three) Decimals more or less, to her co-owner, the said Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strength of a Registered Deed of Conveyance, Registered on 22.09.1997, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 179, Pages 27 to 36, being Deed No. 7812 for the year 1997.
- 5.1.1.18 **Again Sale by the said Sudin Prakash Basu & 7 Others to the said Mridul Kanti Dey :** The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, again jointly sold, transferred and conveyed a plot of land measuring 1 (One) Cottah 4 (Four) Chittack 8 (Eight) sq.ft. more or less, out of their possession, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strength of a Registered Deed of Conveyance, registered on 27.08.2004, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 2, Pages 1 to 23, being Deed No. 02474 for the year 2006.
- 5.1.1.19 **Absolute Total Ownership of Mridul Kanti Dey under (1) Deed No. 5604 for the year 1994, (2) Deed No. 7812 for the year 1997 & (3) Deed No. 02474 for the year 2006 :** Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 5604 for the year 1994, (2) Deed No. 7812 for the year 1997 & (3) Deed No. 02474 for the year 2006, the said Mridul Kanti Dey, became the absolute owner of land measuring 18 (Eighteen) Cottah 4 (Four) Chittack

28 (Twenty Eight) sq.ft. more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.20 **Sale by the said Mridul Kanti Dey to the present owner, Century Mansion Private Limited** : The said Mridul Kanti Dey sold, transferred and conveyed a plot of land measuring **17 (Seventeen) Cottah 0 (Zero) Chittack 20 (Twenty) sq.ft. more or less** out of his aforesaid possession, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one M/s. Century Mansion Private Limited, Landowner herein, by the strength of a Registered Deed of Conveyance, registered on 20.06.2008, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 6, Pages 7594 to 7611, being Deed No. 04578 for the year 2008.
- 5.1.1.21 **Sale by the said Minati Roy to the said Century Mansion Private Limited** : The said Minati Roy, wife of Jagannath Roy, sold, transferred and conveyed her aforesaid plot of land [purchased under Deed No. 865 for the year 1998 (as described in Clause No. 5.1.1.16)] measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said M/s. Century Mansion Private Limited, Landowner herein, by the strength of a Registered Deed of Conveyance, registered on 23.03.2009, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 3, Pages 7660 to 7675, being Deed No. 02600 for the year 2009.
- 5.1.1.22 **Absolute Ownership of Century Mansion Private Limited under (1) Deed No. 04578 for the year 2008 & (2) Deed No. 02600 for the year 2009** : Thus on the basis of the aforementioned Registered Deeds of Conveyance, bearing (1) Deed No. 04578 for the year 2008 & (2) Deed No. 02600 for the year 2009, the said M/s. Century Mansion Private Limited,

Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of a demarcated plot of sali land measuring **19 (Nineteen) Cottah 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less**, comprised in C.S. Dag No. 144 corresponding to **R.S./L.R. Dag No. 43**, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.23 **L.R. Record** : After having absolute possession and absolute ownership over the aforesaid property, the said Century Mansion Private Limited, Landowner herein, duly recorded its names in the record of the L.R. Settlement, in **L.R. Khatian No. 932**.

5.1.1.24 **Conversion of Land from 'Sali' to 'Bastu'** : While in absolute possession and absolute ownership over the aforesaid property, the said Century Mansion Private Limited, Landowner herein, duly applied before the Office of the Sub-Divisional Land & Land Reforms Officer, Barasat, North 24 Parganas, for conversion of the said land possessed by the said M/s. Century Mansion Private Limited under L.R. Khatian No. 932, in L.R. Dag No. 43, from 'Sali' to 'Bastu', and the concerned SDL&LRO duly converted the said land from 'Sali' to 'Bastu', vide Memo No. Conv/S-24/812 (1-B)/SDL/BST/2012 dated 04.05.2012, under Conversion Case No. 24/SDL/BST/12/Raj.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.2.1 **Registered Development Agreement** : The said Century Mansion Private Limited, Landowner herein, entered into a Registered Development Agreement with one Vaishno Devi Realty, Developer herein, for constructing a multi storied building/s on the said plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions morefully described in the said Development Agreement. The said Development Agreement was registered on 08.12.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Page from 736746 to 736796, being Deed No. 152317394 for the year 2021.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the said Registered Development Agreement, the said Century Mansion Private Limited, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, Century Mansion Private Limited, duly appointing the said Vaishno Devi Realty, Developer herein, as its/their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney After Registered Development Agreement was registered on 08.12.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Page from 740617 to 740649, being Deed No. 152317495 for the year 2021.

5.1.3 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.3.1 **Sanction of Building Plan** : The said Developer as constituted attorney of the said relevant owner, duly sanctioned a building plan in respect of the said plot of land and which is morefully described in the First Schedule hereunder written, from the concerned Zilla Parishad, North 24 Parganas, vide Sanctioned Building Plan/Approval Order No.1270/RPS dated 02.11.2022.

5.1.3.2 **Construction of Building Complex** : On the basis of the aforementioned sanctioned building plan, the said Developer, is constructing a multi storied residential **cum commercial building complex** namely "**CENTURY MANSION**" on the said plot of land, which is morefully described in the First Schedule hereunder written

5.1.6 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION OF FLAT :**

5.1.6.1 **Desire of Purchasers for purchasing a Flat & Covered Car Parking Space from the Developer herein through Developer's Allocation** : The Purchasers herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney After Registered Development Agreement, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the said Maa Vaishno Devi Realty, Developer herein, to purchase **ALL THAT** piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring (.....) **Square Feet**

be the same a little more or less of carpet area corresponding to (.....) Square Feet be the same a little more or less of super built up area, ALONGWITH piece and parcel of one standard sized Covered Car Parking Space (..... shutter), on the Ground Floor, measuring 135 (One Hundred Thirty Five) Square Feet be the same a little more or less, lying and situated in the building complex namely "CENTURY MANSION", which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat & car parking space in the said building/complex, from Developer's Allocation [Hereinafter called and referred to as the SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY].

5.1.6.2 **Acceptance by Developer :** The said Vaishno Devi Realty, Developer herein, accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.6.3 **Consideration :** The total sale consideration of the **SAID FLAT** is **Rs..... (Rupees)** only, AND total sale consideration of the **SAID COVERED CAR PARKING SPACE** is **Rs..... (Rupees)** only, in aggregated consideration **Rs..... (Rupees.....)** only, and subsequently the Purchasers herein already paid the same to the said Vaishno Devi Realty, Developer/Confirming Party herein as per memo attached herewith.

5.1.7 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.7.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat & Covered Car Parking Space morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Covered Car Parking Space bear to the total super built-up area of the Said Building/Complex.

5.1.7.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat &

Covered Car Parking Space (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Covered Car Parking Space bear to the total super built-up area of the Said Building/Complex.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat & Covered Car Parking Space and/or any part of the property in which the building/complex is lying and declare that the Said Flat & Covered Car Parking Space is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat & Covered Car Parking Space or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat & Covered Car Parking Space to the Purchasers herein.

6.1.3 **No Dues** : No tax in respect of the Said Flat & Covered Car Parking Space is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and Developer/Confirming Party herein.

6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and Developer/Confirming Party in respect of the Said Flat & Covered Car Parking Space or any part thereof.

6.1.5 **No Personal Guarantee** : The Said Flat & Covered Car Parking Space is/are not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat & Covered Car Parking Space or any part thereof.

7. **BASIC UNDERSTANDING :**

7.1 **Agreement to Sell and Purchase** : The Purchasers herein have approached to the Developer/Confirming Party and Landowners/Vendors herein and offered to purchase the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, from them and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat & Covered Car Parking Space from the Landowners/Vendors and Developer/Confirming Party herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein on

8. **TRANSFER :**

8.1 **Hereby Made** : The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **Subject to :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchasers, forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Purchasers and the Developer/Confirming Party as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat & Covered Car Parking Space have been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.

9.2.4 **Outgoings :** All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat & Covered Car Parking Space relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify

and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat & Covered Car Parking Space and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from them.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat & Covered Car Parking Space in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that they or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **19 (Nineteen) Cottah 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Kalaberia**, J.L. No. 30, Re. Sa. No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 144 corresponding to **R.S. Dag No. 43, L.R. Dag No. 43**, under **R.S. Khatian**

No. 38, L.R. Khatian No. 932 (in the name of Century Mansion Private Limited, Landowner herein), A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Kharibari Road, P.O. Rajarhat, Kolkata - 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : Vacant Land (Dag No. 42).
 ON THE SOUTH : Approx. 86 ft. Wide Kharibari Road [211 Bus Route].
 ON THE EAST : Vacant Land (Dag No. 43).
 ON THE WEST : Nabadai Biddhashram.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Sold Property/Said Property]
[Description of Said Flat & Covered Car Parking Space]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring (**.....**) **Square Feet be the same a little more or less of carpet area corresponding to ... (.....) Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balconies, **ALONGWITH** piece and parcel of one standard sized **Covered Car Parking Space** (..... shutter), on the **Ground Floor**, measuring **135 (One Hundred Thirty Five) Square Feet be the same a little more or less**, lying and situated in the building complex namely "**CENTURY MANSION**", situated at Mouza - Kalaberia, J.L. No. 30, Re. Sa. No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian No. 932 (in the name of Century Mansion Private Limited, Landowner herein), under Rajarhat Bishnupur 1 No. Gram Panchayet, Kharibari Road (211 Bus Route), P.O. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building complex. A Floor Plan of said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Ultimate roof of the building will be treated as common space.

Complex Level :

- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: Intercom, Generator & Transformer Facilities.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
6. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
8. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies and taxes in respect of the said building/complex save those separately assessed on the buyer/s.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat & car parking space of the building/complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat & car parking space, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

9. Right to park one small sized four wheeler/two wheeler in the car parking space without disturbing the other car parking space owners of the building/complex. The car owner/s will be bound to accomodate his/her car with other car owners as and when needed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said flat & car parking space, but excluding items used in kitchen and personal purpose.
2. The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building/complex.
3. The purchasers shall not make any additions and alterations in the property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition only in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

5. The purchasers will not allow to construct any kind of partition in the said car parking space.
6. The purchasers will not fix and/or construct any shed/shutter over the open space of the said car parking space.
7. The purchasers use the said car parking space as it is condition as the developer constructed in the said building/complex.
8. The purchasers must allow the other car parking space owners for free access or free moving of his/her/their car in the building/complex.

9. Not to make any objection for fixation of dish antenas in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building/complex under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the Vendors/Developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the

amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

- 3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Mohanta Kumar Mallick

Dipen Naskar

2.

Dilip Dutta

Ajay Kumar Singh

Sudesh Kumar Gupta

All as constituted attorney of
Century Mansion Private Limited

Landowners/Vendors

.....

.....

Purchasers

Mohanta Kumar Mallick

Dipen Naskar

Dilip Dutta

Ajay Kumar Singh

Sudesh Kumar Gupta
 All Partners of
 Vaishno Devi Realty
Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat & car parking space, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
.....	Rs.....
.....	Rs.....
.....	Rs.....
TOTAL:			Rs.....

Witnesses :-

1.

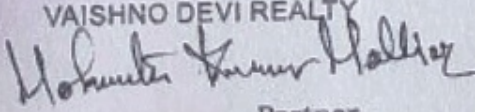
Mohanta Kumar Mallick

Dipen Naskar

Dilip Dutta

Ajay Kumar Singh

Sudesh Kumar Gupta

VAISHNO DEVI REALTY

 Partner

All Partners of
Vaishno Devi Realty
Developer/Confirming Party

DATED THE DAY OF 2024

DEED OF CONVEYANCE

BETWEEN

Century Mansion Private Limited
Landowner/Vendor

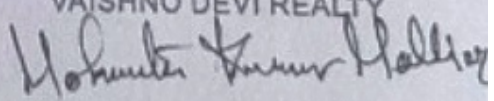
Purchasers

Vaishno Devi Realty
Developer

Drafted By
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VAISHNO DEVI REALTY

Partner