

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of, Two
Thousand Twenty..... (20.....) B E T W E E N

- A N D -

SRI SRIŞHTI NIRMAN

Srishti Jain

Partner

SRI SRISHTI NIRMAN, having PAN: ADNFS3523J, a Partnership Firm, having its office at 7/46, SaluaMondal Para, Post Office - RajarhatGopalpur, Police Station - Airport, Kolkata - 700136, District: North 24-Parganas, West Bengal, represented by its one of the Partners **KAKALI SANYAL**, having PAN: AGZPB5240Q, Aadhaar No.6620 1370 1458, wife of Sri DebasisSanyal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 43/N, Jhowtala Road, Kalimandir, Post Office - Hatiara, Police Station - Baguihati, Kolkata - 700157, District: North 24-Parganas, West Bengal, hereinafter called and referred to as the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, executors, administrators, proprietor, authorized representatives, and assigns) of the **ONEPART**.-

A N D

Hereinafter called and referred to as the "**P U R C H A S E R**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS One JainalMondal was seized and possessed 26 decimals of land lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, ParganaAnwarpur, Touzi No.146, comprised in Khatian No.275 and Subodinate or KhandaKhatian No.276 of Dag No.1267, Police Station and Sub-Registry Office Barasat, District: 24-Parganas since 24-Parganas North.

AND WHEREAS after demise of JainalMondal his wife GaniBibi being the only successor-in-interest became the rightful Owner of the said land.

AND WHEREAS while the said GaniBibi exclusively seized and possessed of the said land by a Deed of Sale dated 27/11/1969, registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Volume No.127, Pages 119 to 122, Being No.11385 for the year 1969 sold and transferred the said land to her nephew Ajit Ali Mondal.

AND WHEREAS one JaydevKabasi by a Deed of Sale dated 07/06/1972, registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Being No.4654 for the year 1972 purchased a piece and parcel of land measuring 1 Cottah or $1\frac{1}{2}$ decimals of MouzaDoharia, J.L. No.45, R.S. No.132, comprised in Khatian No.275 and SubodinateKhatian No.276 of Dag No.1267, Police Station and Sub-Registry Office Barasat, District: 24-Parganas since 24-Parganas North and while seized the said JaydebKabasi by a Deed of Sale registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Being No.6899 for the year 1974 sold and transferred the aforesaid land to One Sri Karuna Prasad Dutta son of Sri KalipadaDutta one of the Partners of Udayan Chemicals.

AND WHEREAS the said JaydevKabasi by a Deed of Sale dated 06/08/1971, registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Being No.5140 for the year 1971 purchased a piece and parcel of land measuring 2 Cottah or $3\frac{3}{8}$ decimals of the said Mouza, Dag and Khatian and

while seized the said JaydebKabasi by a Deed of Sale registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Being No.6900 for the year 1974 sold and transferred the aforesaid land to the said Sri Karuna Prasad Dutta son of Sri KalipadaDutta one of the Partners of Udayan Chemicals.

AND WHEREAS the said Ajit Ali Mondal by a Deed of Sale dated 07/06/1972, registered at the office of the Sub-Registrar, Barasat and recorded in Book No.I, Volume No.553, Pages 248 to 250, Being No.4655 for the year 1972 sold and transferred 26 decimals of land of the said MouzaDoharia, J.L. No.45, comprised in Khatian No.275 and KhandaKhatian No.276 of Dag No.1267, Police Station and Sub-Registry Office Barasat, District: 24-Parganas since 24-Parganas North in favour of Udayan Chemicals.

AND WHEREAS the said Udayan Chemicals for the purpose of their business in Chemical lines obtained necessary financial assistance from State Bank of India, Madhyamgram Branch on certain charges/ mortgage in respect of their aforesaid property and the structures/ shed constructed for their business purpose.

AND WHEREAS for the various reasons the said business could not run effectually and the said financing Bank (State Bank of India) filed a suit being Suit No.39 of 1979 in the Court of the 1st Asst. District Judge at Alipore which ended in compromise and on repayment of the dues as the settled claim of the said Bank the Bank released all their charges in or upon every portion of the mortgaged property and since then the said Udayan Chemicals was seized and possessed of their aforesaid landed property free from all charges, encumbrances and attachments whatsoever.

AND WHEREAS thereafter the said M/s. Udayan Chemicals, a partnership firm, represented by its Partners (i) Sri Karuna Prasad Dutta, (ii) Smt. SumitaDutta, (iii) Smt. Arati Paul and (iv) Sri PayusKantiMitra by a Deed of

Sale dated 31st day of August 1992 registered at the office of the District Registrar, Barasat, North 24-Parganas and recorded in Book No.I, being Deed No.7188 for the year 1992 sold and transferred undivided $\frac{1}{3}$ rd share of the Bastu land measuring 3 Cottahs 3 Chittaks more or less with structures/ erections out of the land measuring 9 (nine) Cottahs 8 (eight) Chittaks lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Khatian No.275 (KhandaKhatian No.276) of Dag No.1267, Police Station and Sub-Registry Office Barasat, District: 24-Parganas North in favour of one Sri Suniti Kumar Sarkar for a valuable consideration.

AND WHEREAS the said M/s. Udayan Chemicals, represented by the aforesaid Partners by a Deed of Sale dated 31st day of August 1992 registered at the office of the District Registrar, Barasat, North 24-Parganas and recorded in Book No.I, being Deed No.7189 for the year 1992 sold and transferred undivided $\frac{1}{3}$ rd share of the Bastu land measuring 3 Cottahs 2 $\frac{1}{2}$ Chittaks more or less with structures/ erections out of the land measuring 9 (nine) Cottahs 8 (eight) Chittaks lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Khatian No.275 (KhandaKhatian No.276) of Dag No.1267, Police Station and Sub-Registry Office Barasat, District: 24-Parganas North in favour of one Sri Jang Bahadur Singh for a valuable consideration.

AND WHEREAS the said M/s. Udayan Chemicals, represented by the aforesaid Partners by a Deed of Sale dated 31st day of August 1992 registered at the office of the District Registrar, Barasat, North 24-Parganas and recorded in Book No.I, Volume No.106, Pages 91 to 102, Being No.7190 for the year 1992 sold and transferred undivided $\frac{1}{3}$ rd share of the Bastu land measuring 3 Cottahs 2 $\frac{1}{2}$ Chittaks more or less with structures/ erections out of the land measuring 9 (nine) Cottahs 8 (eight) Chittaks lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Khatian No.275 (KhandaKhatian No.276) of Dag No.1267, Police Station and

Sub-Registry Office Barasat, District: 24-Parganas North in favour of one Sri HariNarain Bhatia for a valuable consideration.

AND WHEREAS the said Karuna Prasad Dutta son of Late KalipadaDutta by a Deed of Sale dated 31st day of August 1992 registered at the office of the District Registrar, Barasat, North 24-Parganas and recorded in Book No.I, Volume No.107, Pages 103 to 111, Being No.7191 for the year 1992 sold and transferred a piece and parcel of Bastu land measuring 2 Cottahs more or less with structures/ erections lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Khatian No.276 (P) of R.S. Dag No.1267, Police Station and A.D.S.R. Office Barasat, District: 24-Parganas North in favour of (1) Sri HariNarain Bhatia, (2) Sri Suniti Kumar Sarkar and (3) Sri Jang Bahadur Singh for a valuable consideration.

AND WHEREAS the said Karuna Prasad Dutta son of Late KalipadaDutta by a Deed of Sale dated 9th February 1993 registered at the office of the A.D.S.R. Barasat, North 24-Parganas and recorded in Book No.I, Volume No.15, Pages 359 to 368, Being No.1208 for the year 1993 sold and transferred a piece and parcel of Bastu land measuring 1 Cottahs more or less with structures/ erections lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Khatian No.276 (P) of R.S. Dag No.1267, Police Station and A.D.S.R. Office Barasat, District: 24-Parganas North in favour of (1) Sri HariNarain Bhatia, (2) Sri Suniti Kumar Sarkar and (3) Sri Jang Bahadur Singh for a valuable consideration.

AND WHEREAS by virtue of purchase by several deeds the said (1) Sri HariNarain Bhatia, (2) Sri Suniti Kumar Sarkar and (3) Sri Jang Bahadur Singh became the absolute joint Owners of ALL THAT piece and parcel of land measuring 12 Cottahs 8 Chittaks more or less which was subsequently found to be 11 Cottahs 13 Chittaks 33 Square Feet more or less and they

jointly seized and possessed of or otherwise well and sufficiently entitled to the said land free from all encumbrances.

AND WHEREAS for exclusive possession and for better use, occupation and enjoyment of the said property said (1) Sri HariNarain Bhatia, (2) Sri Suniti Kumar Sarkar and (3) Sri Jang Bahadur Singh have decided to have the said properties partitioned by metes and bounds.

AND WHEREAS accordingly said Sri HariNarain Bhatia as the First Party, Sri Suniti Kumar Sarkar as the Second Party and Sri Jang Bahadur Singh as the Third Party by a Deed of Partition dated 19th day of April, 2002 and registered at the office of the A.D.S.R. Barasat, North 24-Parganas and recorded in Book No.1, Volume No.40, Pages 285 to 296, Being No.2011 for the year 2002 effected partition and/ or division of their joint properties among themselves by metes and bounds.

AND WHEREAS as per the said partition Sri HariNarain Bhatia as the First Party was allotted ALL THAT piece or parcel of land measuring 3 Cottahs 15 Chittaks 11 Square Feet more or less along with common rights of the passages together with all easement rights and the same is marked as LOT 'C' and delineated in the Plan annexed thereto and depicted by RED border lines as fully described in the Schedule 'B' of the said Deed.

AND WHEREAS as per the said partition Sri Suniti Kumar Sarkar as the Second Party was allotted ALL THAT piece or parcel of land measuring 3 Cottahs 15 Chittaks 11 Square Feet more or less along with common rights of the passages together with all easement rights and the same is marked as LOT 'B' and delineated in the Plan annexed thereto and depicted by Yellow border lines as fully described in the Schedule 'C' of the said Deed.

AND WHEREAS as per the said partition Sri Jang Bahadur Singh as the Third Party was allotted ALL THAT piece or parcel of land measuring 3

Cottahs 15 Chittaks 11 Square Feet more or less along with common rights of the passages together with all easement rights and the same is marked as LOT 'A' and delineated in the Plan annexed thereto and depicted by Green border lines as fully described in the Schedule 'D' of the said Deed.

AND WHEREAS thereafter the said Suniti Kumar Sarkar by a Deed of Sale dated 13th day of March, 2006 and registered at the office of the A.D.S.R. Barasat, North 24-Parganas and recorded in Book No.I, Volume No.236, Pages 360 to 386, Being No.06626 for the year 2006 sold, transferred and conveyed a piece or parcel of land measuring 2 Cottahs 2 Chittaks 20 Square Feet more or less with tiles shed structures thereon out of 3 Cottahs 15 Chittaks 11 Square Feet of land lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276, Police Station Barasat, now lying within the jurisdiction of Madhyamgram Municipality, Ward No.15, being Holding No.15/A, Methopara (Dakshin), A.D.S.R. Office Barasat, District: North 24-Parganas in favour of Sri Jang Bahadur Singh for a valuable consideration mentioned therein.

AND WHEREAS thereafter by a Deed of Sale dated 8th day of November, 2007 and registered at the office of the A.D.S.R. Barasat, North 24-Parganas and recorded in Book No.I, C.D. Volume No.4, Pages 864 to 877, Being No.04920 for the year 2007 the said Jang Bahadur Singh sold, transferred and conveyed ALL THAT piece or parcel of land measuring 6 Cottahs 1 Chittak 31 Square Feet more or less with tiles shed structures thereon lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276, Police Station Barasat, within the jurisdiction of Madhyamgram Municipality, Ward No.15, A.D.S.R. Office Barasat, District: North 24-Parganas in favour of VT Exports Private Ltd. for a valuable consideration mentioned therein.

AND WHEREAS by a Deed of Conveyance dated 8th day of November, 2007 and registered at the office of the A.D.S.R. Barasat, North 24-Parganas and recorded in Book No.I, C.D. Volume No.4, Pages 994 to 1007, Being No.04928 for the year 2007 the said Suniti Kumar Sarkar sold, transferred and conveyed ALL THAT piece or parcel of land measuring 1 Cottah 12 Chittaks 25 Square Feet more or less with tiles shed structures thereon lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276, Police Station Barasat, within the local limits of Madhyamgram Municipality, Ward No.15, A.D.S.R. Office Barasat, District: North 24-Parganas in favour of VT Exports Private Ltd. for a valuable consideration mentioned therein.

AND WHEREAS subsequently the said VT Exports Private Ltd., a Company registered under the Companies Act, 1956, having its registered office at 24, NetajiSubhas Road, P.S. Hare Street, Kolkata - 700001, represented by Ram GopalJatia by a Deed of Conveyance dated 16th day of August, 2012 and registered at the office of the District Sub-Registrar - II, North 24-Parganas and recorded in Book No.I, C.D. Volume No.42, Pages 717 to 737, Being No.12516 for the year 2012 sold, transferred and conveyed ALL THAT piece or parcel of homestead land measuring 7 Cottahs 14 Chittaks 11 Square Feet more or less with 100 Square Feet tiles shed room standing thereon lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276, Police Station Barasat, also lying within the jurisdiction of Madhyamgram Municipality, Ward No.15, A.D.S.R. Office Barasat, District: North 24-Parganas in favour of Smt. ShipraKundu wife of Sri DulalKundu, the Vendor herein for a valuable consideration mentioned therein.

AND WHEREAS thereafter the Vendor got her name recorded in B.L. & L.R.O. in respect of the said land and in L.R. Settlement the said land was recorded in the name of said ShipraKundu in L.R. Khatian No.4991 of R.S. & L.R. Dag No.1267 of the said MouzaDoharia.

AND WHEREAS subsequently the Vendor mutated her name in the office of the Madhyamgram Municipality, Ward No.25 being Holding No.15/A, Methopara (South) and Assessee No. 1202601358040 and paying the rents and taxes to the appropriate authorities.

AND WHEREAS the Vendor is now lawfully seized and possessed of or otherwise well and sufficiently entitled to the said land having unfettered right title and interest thereto and free from all encumbrances.

AND WHEREAS SMT. SHIPRA KUNDU, having PAN: AFTPK2873B, Aadhaar No.4886 7101 1701, wife of Sri DulalKundu, by faith - Hindu, by occupation - Business by Nationality - Indian, residing at GA-40/A, Narayantala West, Post Office - DeshBandhu Nagar, Police Station - Baguiati, Kolkata - 700059, District: North 24-Parganas, West Bengal, by a Deed of Conveyance dated 30th day of JUNE, 2023 and registered at the office of the District Sub-Registrar - II, KOLKATA and recorded in Book No.I, C.D. Volume No.1902-2023, Pages 281960 to281983, Being No.190208839 for the year 2023 sold, transferred and conveyed ALL THAT piece or parcel of homestead land measuring 7 Cottahs 14 Chittaks 11 Square Feet more or less with 100 Square Feet tiles shed room standing thereon lying and situate at MouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. & L.R. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276, L.R. Khatian No.4991, Police Station Barasat, also lying within the jurisdiction of Madhyamgram Municipality, Ward No.25, A.D.S.R. Office Barasat, District: North 24-Parganas in favour of SRI SRISHTI NIRMAN the Vendor herein for a valuable consideration mentioned therein.

AND WHEREAS thereafter the SRI SRISHTI NIRMAN got name recorded in B.L. & L.R.O. in respect of the said land and in L.R. Settlement the said land was recorded in the name of said in SRI SRISHTI NIRMAN L.R. Khatian No.8034 of R.S. & L.R. Dag No.1267 of the said MouzaDoharia.

AND WHEREAS subsequently th SRI SRISHTI NIRMAN mutated her name in the office of the Madhyamgram Municipality, Ward No.25 being Holding No.15/A,SukantaSaraniMethopara (South) and Assessee No. 1202601358040 and paying the rents and taxes to the appropriate authorities.

AND WHEREAS subsequently th SRI SRISHTI NIRMAN sanction a G +4 building plan from office of the Madhyamgram Municipality,

. the sanction plan NO P/A-COM-54/MM/2023-24 DATED 21/12/2023

AND WHEREAS in accordance with the aforesaid sanctioned building plan of the Kolkata Municipal Corporation the Developer herein has already completed the construction of the said G+4 storied ownership building in all respects at its own costs and expenses at the said premises, more fully and particularly described in the First Schedule hereunder written and after completion of the said G+4 Storied Building the Developer have declared for absolute sale of One self contained Residential Flat being Flat No..... on the Floor,Side measuring carpet area.....and, super built up area ofSquare Feet more or less along with one car parking space No.1 on the Ground Floor of the said G+4 storied building together with undivided impartible proportionate share of land comprised in the said Premises No.15/A, SukantasaraniDoltala, more fully described in the Second Schedule hereunder written for the total consideration of Rs..... (Rupees.....) only and the Purchaser after being informed through reliable sources and verification of all the relevant papers and documents regarding the title, plan, workmanship etc. of the said flat and

car parking space and being satisfied with the same has/ have agreed to purchase the said flat and car parking space at the said consideration. the Purchaser herein, described therein as the Purchaser of the Second Part ANDSRI SRISHTI NIRMAN, represented by its partner SRI DEBASIS SANYAL, son of late Rabindra Nath Sanyal, the Developer herein, described therein as the Developer of the First Part, the said Developer received from the said Purchaser a sum of Rs..... (Rupees) only as 10% advance out of total Consideration money in respect of the said Flat subject to the terms, conditions and stipulations contained in the said Agreement and further payment to be made as per progress of construction.

AND WHEREAS the Purchaser herein being desirous of making payment of the balance amount of the Consideration requested the Vendor and the Developer to execute a Deed of Conveyance in favour of the Purchaser herein to which the Vendor and the Developer agreed to execute these presents.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement dated and in consideration of the said total sum of Rs..... (Rupees.....) only well and truly paid by the Purchasers to the Developer herein (the receipt whereof the Developer doth hereby admit and acknowledge as per Memo of Consideration hereunder written and of and from the payment of the same and every part thereof, the Developer doth hereby acquit, release and forever discharge the Purchaser as well as the said flat and car parking space mentioned in the Second Schedule hereunder written hereby granted, sold, transferred, conveyed, assigned and assured) the Vendor doth hereby grant, transfer, convey, sell, assure and assign and the Developer doth hereby confirm such sale and transfer unto the Purchasers ALL THAT the said Flat being Flat No..... on the Floor, Side measuring super built up area of Square Feet more or less along with one car parking space

No.1 on the Ground Floor of the said G+4 Storied Building, more fully and specifically described in the Second Schedule hereunder written and delineated in the Plan annexed hereto and shown by RED border line OR HOWSOEVER OTHERWISE the said flat and car parking space with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all and singular other erection walls structures, fixtures, ground and sewers, drains, ways, paths, passages, water-courses, lights, rights, privileges, profits benefits as fully described in the Third Schedule hereunder written and the advantages and appurtenances whatsoever belonging to or in anywise appertaining thereto or with the same or any part thereof now are or is at any time hereto-before were or was held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and the reversion or reversions and the remainder or remainders and the rents, issues and profits thereof and the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof A N D all the estate, right, title, interest, inheritance, use, trust, possession property, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchaser And all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendor which the Vendor may or can procure the same without any action or suit at law AND TO HAVE AND TO HOLD the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured unto and to the use of the Purchaser absolutely forever and free from all encumbrances and the inheritance in fee simple in possession without any

manner or condition use, trust or other things whatsoever to alter defeat, let or sub-let sell or make void the same.

THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

(a) The interest which the Developer do hereby profess to transfer subsists and that the Developer have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said flat and car parking space and undivided share or interest of and in the land and hereditaments comprised in the said premises, staircases, corridors, electric installations, electrical wiring, fixtures and fittings as aforesaid in the said newly constructed building hereby granted, conveyed, transferred, assigned and assured unto the said Purchaser in the manner aforesaid.

(b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into, upon and enjoy the said flat and car parking space and impartible proportionate undivided share or interest in the land comprised in the said premises and to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, claim or demand whatsoever from or by the Developer or any person or persons claiming through under or in trust for the Developer.

(c) The said flat and car parking space and undivided impartible proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, lispensens or any attachments whatsoever and that the said land, messuages and premises is not subject to any litigation and there is no Case, Suit or proceeding pending before any Court of Law against the said flat and car parking space and the said undivided impartible proportionate share or interest in the land comprised in the said premises.

(d) The Vendor/ Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make do and execute and or cause to be made done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for better and more perfectly assuring and conveying the said flat and car parking space and the said undivided impartible proportionate share or interest in the land comprised in the said premises unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR/ DEVELOPER as follows:-

(a) The Purchaser herein for the benefit of the building and other flat/ apartment therein and every part thereof do hereby covenant with the Vendor/ Developer and the Owners of the other flats/ apartments comprised in the said building that the Purchaser and all other persons deriving title under them will at all times hereafter observe the restrictions rules and regulations and conditions.

(b) The Purchaser shall hold, occupy and enjoy the said undivided proportionate and impartible share or interest of the land hereby sold and conveyed in common and in consistent with the rights and interest of the Owners of other undivided shares in the said premises and in consistent with the rights of the Owners of the other flats in the said premises and all other person or persons lawfully entitled to and to use all areas, drains, sewers, water courses, water reservoirs now exist or hereafter to be erected and installed in the said premises and to pay proportionate share with the aforesaid Owners and other persons the cost of repairing and maintaining all such sewers, drains, pump sets and motor, water-courses and to use the same as aforesaid and in accordance with the rules and regulations, bye laws

and terms and conditions of the Association/ Society to be formed by and between the Purchaser and the Owners of other flat/ apartment.

(c) The Purchaser do hereby covenant with the Vendor/ Developer that the Purchaser shall at all times hereafter regularly and punctually pay or make payment of all Municipal Taxes and other outgoings, cesses and impositions, duties, levies which may be imposed or become payable in respect of the said flat and car parking space hereby sold, transferred, conveyed, assured and assigned unto the said Purchaser. The Purchaser shall also at any reasonable time from the date of execution of these presents or as early as possible apply for and obtain mutation of the said flat and car parking space from the Madhyamgram Municipality and shall also obtain separate assessment of the said flat.

(d) To keep the said flat and car parking space and other parts, sewers, drains, ditches, pipes, cables, wires, conduits, gutters and appurtenances in good and reasonable repair.

(e) To contribute and pay proportionate share of all expenses and outgoings to the Association/ Society upon formation as fully mentioned in the Fourth Schedule hereunder written.

(f) So long the said flat is not separately assessed, to pay proportionate taxes, cesses and outgoings and other impositions in respect of the said flat and car parking space directly to the Authorities concerned.

(g) To keep the said flat and other part walls, sewers, drains, pipes and entrances exclusively serving the said flat and car parking space in good condition.

(h) The Purchaser shall become and remain the member of the Association or Society to be formed by the Owners of the other undivided shares/ flats in the said premises.

(i) The Purchaser shall observe and perform strictly the terms and conditions, buy-laws and rules and regulations of the Association/ Society to be formed as aforesaid.

IT IS FURTHER AGREED BY AND BETWEEN THE VENDOR/ DEVELOPER AND THE PURCHASER as follows:-

(a) That undivided proportionate share in the land of the said premises and the flat and car parking space hereby sold, transferred, conveyed, granted, assigned and assured unto and in favour of the Purchaser shall always remain impartible.

(b) Until such time an Association/ Society is formed or incorporated the Vendor/ Developer shall continue to remain liable or responsible for rendition of common services and maintenances of the said building subject howsoever to the Purchaser making payment of the proportionate share of maintenance and other charges and expenses agreed to be paid by the Purchaser in respect of the maintenance and common services.

(c) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils etc. in the common areas, passage, except the place fixed for the same.

(d) The Purchaser shall be entitled to sell, transfer, gift or otherwise alienate the said flat and car parking space hereby granted, conveyed, transferred, assigned and assured unto the Purchaser to any person/ persons without any consent of the Vendor/ Developer or any other flat Owners/ occupiers at any price or Consideration, the Purchaser in his/her absolute discretion think fit and proper.

(e) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of other flat/ apartment owners of the said premises.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PREMISES)

ALL THATTARINI APARTMENT Build on land piece and parcel of Bastuland measuring 7 Cottahs 14 Chittaks 11 Square Feet more or less lying and situate at atMouzaDoharia, J.L. No.45, R.S. No.132, Touzi No.146, comprised in R.S. & L.R. Dag No.1267 under R.S. Khatian No.275, KhandaKhatian No.276 L.R. Khatian No.8034, Police Station Madhyamgram , also lying within the jurisdiction of Madhyamgram Municipality, Ward No.25, A.D.S.R. Office Barasat, District: North 24-Parganas.together with all sorts of easement rights through and over the 20' feet wide Road adjacent to the said plot of land, which is butted and bounded as follows:-

On the NORTH: 20ft wide Municipal Road

On the SOUTH: Land of late Aziz Ali Mondal

On the EAST: Land of Atiar&Sahajan

On the WEST: Land of Tutu Halder

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIFTEON OF THE SAID FLAT & Car Parking Space)

oneself contained residential flat Flat No.on theFloor, Side measuring super built up area of Square Feet more or less along with one car parking space No.1 on the Ground Floor measuring about Square Feet of the G+4 Storied Building together with undivided impartible proportionate share of land comprise in the First Schedule hereinabove together with all easement rights thereto and the said flat and car parking

space hereby sold is delineated in the plan annexed hereto and depicted by RED border lines.

THE THIRD SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS

1. The entire land or space lying vacant within the said Premises.
2. The space within the building comprises of the entrance, boundary walls and main entrance.
3. The foundation column, girders, beams, supports, main walls of the building and the staircase and landing or all floors.
4. The installation for common services such as the drainage system in the premises, water supply arrangement in the Premises including water supply from the boring water.
5. Reservoir on the roof on the top floor of the building and, motor pump, pipes and all other apparatus and installations in the Premises for common use, septic tanks, pits, drainage and sewerage lines thereto connected.
6. All the Owners shall be entitled to use the roof of the building at all times.
7. Electrical wiring, meters and electric installations and fittings including those as are installed for any particular Unit.

8. Underground water reservoir, water pump, water tank, water pipes and other common plumbing installations.
9. Electric wiring and lights over the stair case landing and main entrance.
10. Lift 4 passengers' capacity will be provided for common use.
11. Other parts of all the property at the said premises normally in common use.

THE FOURTH 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.
2. **ELECTRICITY** : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. **ASSOCIATION** : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
4. **LITIGATION** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
5. **MAINTENANCE** : All costs for maintaining, opening, 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].

6. **INSURANCE** : Insurance of the building 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.

8. **RATES AND TAXES** : Municipal Tax, Surcharge, Water Tax and other levies and taxes in respect of the said building 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;

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the Purchaser/s]

Absolute User Right:

The Purchaser/s shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building:

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchaser/s shall have to maintain the floor of the said flat, so that it may not cause leakage or slippery to the floor underneath.

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 Purchaser/s 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 Purchaser/s shall restore forthwith such dug up holes or excavations at her own costs and expenses.

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.

Mutating her name as owner 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.

Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the said 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.

Sell, mortgage, gift, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said property hereby purchased.

It is to be mentioned here that the shop/garage owner/s can use water through supply line from rooftop water reserve tank. The shop/garage owners must have to pay building maintenance charge along with flat owners to flat owner committee.

Shop, office owner/s can display their signboard without making any disturbance to the other shop/ office owner and flat owners. If any commercial space owner/s will use LPG, then they have to maintain all safety protection with own risk.

Obligations :

The Purchaser/s shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

The Purchaser/s shall not store any rubbish or any other things in the stair case and the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The Purchaser/s shall not make any additions and alterations in the said flat, whereby the main building may be damaged, but the Purchaser/s shall be entitled to erect wooden partition in the flat for the purpose of her family requirement. The Purchaser/s shall also pay his/ her proportionate share for insurance of the building for earthquake, fire, mob, violence and civil commotion along with maintenance charges of the said property as decided by the members of the Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building 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.

The Purchaser/s shall not fixed box grill & shade upon window & balcony & shall not change the design of grill recommended by promoter.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other Purchaser/s 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 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.
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 such repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in case of the emergency Purchaser/s shall be given prior notice in writing of the intention for such entry as aforesaid.

THE SEVENTH 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 under West Bengal Ownership Apartment Act, 1972.

Upon the Purchaser/s fulfilling her 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 Purchaser/s 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.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the Purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the Purchaser/s and the amounts so transferred henceforth be so held the Association/ Society under the account of Purchaser/s 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 Vendor/ Developer for all liabilities due to non fulfilment 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 seal on the day, month and year first above written.

WITNESSES:-

1.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

R E C E I V E D of and from the within named Purchasers the within mentioned sum of Rs..... (Rupees.....) only being the full Consideration money in the manner hereunder appearing :-

Date	Cheque No.	Bank / Branch	Amount
------	------------	---------------	--------

Rs. Total =

(Rupees.....)

WITNESSES:

1

2.

Signature of the Developer

Drafted by me :-

Advocate

Alipore Police Court, Kolkata – 27.