

THIS DEED OF CONVEYANCE is made on thisday of.....Two Thousand
Twenty

BETWEEN

(1) **M/S.PARADISE LAND & HOUSING CO**, a proprietorship firm, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084, represented by its sole proprietor, **SRI DIPAK KARMAKAR (PAN- AIEPK 9983A, Aadhar No. 2950 7807 3688, Phone-9331039680)** son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar (previously Jadavpur), Kolkata-700092, presently at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, Post office & Police Station-Jadavpur, Kolkata-700 032,District South 24-Parganas,(2) **MISS PURABI DEY(PAN-ALNPD 9604P, Aadhar No.9734 7281 5820)**, daughter of Late Samarendra Nath Dey, by occupation-Business, by Nationality-Indian,by faith-Hindu, residing at 3/36A/1,Vidyasagar, P.O.Naktala, P.S.Netajinagar(previously Jadavpur), Kolkata-700047,District-South 24-Parganas, (3)**SMT. SIKHA KARMAKAR, (PAN-AOCPK 3801M, Aadhar No.3342 1726 3274)**, daughter of Late Nandalal Karmakar, wife of Sri Dipak Karmakar, by occupation-Business, by Nationality-Indian, by faith-Hindu, residing at 4/199A, Gandhi Colony, P.O.Regent Estate, P.S.Netajinagar(Previously Jadavpur), Kolkata-700092, presently residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, Post office & Police Station-Jadavpur, Kolkata - 700 032,District South 24-Parganas,(4) **SRI SWAPAN KUMAR GHOSH(PAN-ADOPG0788J, Aadhaar No.7764 0748 5445)**,son of Late Haridas Ghosh, by occupation-Business, (5) **SMT. GITA GHOSH,(PAN-ADXPG9873D, Aadhaar No.5006 1733 9787)**, wife of Sri Swapan Kumar Ghosh, by occupation-Business,(6) **SRI RAJIB GHOSH,(PAN-ANEPG 3083A, Aadhaar No.5965 0115 5706)**, son of Sri Swapan Kumar Ghosh, by occupation-Business, all by faith-Hindu, by Nationality-Indian, residing at A/17, Raj Narayan Park (Rangkal), P.O. Boral, P.S.Narendrapur(previouslySonarpur),District-South24-Parganas,Kolkata-700154,hereinafter jointly and collectively called and referred to as the **OWNERS/VENDORS**, (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include, their heirs, successors, executors, administrators legal representative and assigns). The vendors no. 2, 3, 4, 5 and 6 are being represented by/or acting through **their constituted Attorney, SRI DIPAK KARMAKAR(PAN-AIEPK 9983A,Aadhar No. 2950 7807 3688, Phone-9331039680)** son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, Post office& Police Station-Jadavpur, Kolkata - 700 032,District South 24-Parganas, proprietor of **M/S.PARADISE LAND & HOUSING CO**, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084. Authority has been given by Vendors no.4, 5 and 6 by a Developer Power of attorney registered in Book No.1, C.D. Volume No.3, Pages- 3181 to 3193, Being No.1322 for the year 2015, registered at A.D.S.R.Sonarpur and Vendors no.2 and 3 have been given vide General Power of attorney registered in Book No.4, Volume No.1629-2017, Pages-1328 to 1342, being No.00107 for the year 2017 registered at A.D.S.R.Garia of the **FIRST PART**.

AND

M/S.PARADISE LAND & HOUSING CO., having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084,a proprietorshipbusiness of **SRI DIPAK KARMAKAR, (PAN-AIEPK 9983A, Aadhar No. 2950 7807 3688, Phone-9331039680)** son of Late Gopal Chandra Karmakar,

by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent-Estate, P.S.Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, Post office& Police Station-Jadavpur, Kolkata - 700 032, District South 24-Parganas, hereinafter referred to as the "**PROMOTER/ DEVELOPER**", (which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, representatives, executors and administrators and assigns) of the **SECOND PART**.

AND

....., (**PAN** -, **Aadhaar No.**, **Phone** –,), son of, by Occupation-, by Religion- Hindu, Nationality- Indian, Residing at, P.O., P.S., Pin -..... District, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, representatives administrators executors and assigns) of the **THIRD PART**.

WHEREAS:

The Owners/Vendorsherein seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring more or less 37 Cottahs 11 Chattaks (the split up of the phase being : (16 Cottahs 12 Chattaks 32 Sq.ft. of Block-1 of Phase-1 along with (G+IV) storied building standing therein Plus 20 Cottahs 14 Chattaks 13 Sq.ft. of Block-2 of Phase-II along with proposed (G+IV) storied building), situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151, 23,69, Pargana-Magura, A.D.S.R.office at Sonarpur, P.S.Sonarpur, comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122, 2855, 3513, 3514 & 3515, Holding No. 86, Tarafdar Para Road, Ward No.25 under Rajpur Sonarpur Municipality, P.O.Dakshin Jagaddal, Kolkata-700151, District South 24-Parganas, hereinafter referred to as the "SAID ENTIRE PRIMISES" more fully described in SECOND SCHEDULE hereunder written.

The Title Documents of the Owners as follows:-

(1) That One Mrityunjoy Dutta, son of Late Sudhir Chandra Dutta was seized and possessed of or otherwise well and sufficiently entitled to all that bastu land measuring 132 decimals in Dag No.1002 of Khatian No. 1117, Mouza-Jagaddal, J.L.No.71 and had been paying Govt. Rent thereof and enjoying every rights title and interest over the aforesaid property without interruption, claim and demand whatsoever.

(2) That the said Sri Mrityunjoy Dutta sold, transferred and conveyed the land measuring 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/08/1954 to Sri Sailendra Nath Mallick, son of Late Nani Gopal Mallick, registered at S.R.Baruiপুর office and recorded in Book No.I, Volume No.56, Pages-228 to 229, being No.5214 for the year 1954. And after purchasing, the said Sailendra Nath Mallick got the property recorded in his name sixteen annas share in Revisional Settlement records of rights and he had been paying Govt. Rent thereof and enjoying every rights title and interest over the aforesaid property without interruption, claim and demand whatsoever.

(3) That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less

7 Cottahs 7 Chattaks out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 14/02/1989 to Sri Beni Gopal Saraf, son of Sri Shyam Lal Saraf, registered at A.D.S.R. Sonarpur office and recorded in Book No.I, Volume No.16, Pages-25 to 31, being No.746 for the year 1989.

(4) That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/02/1989 to Miss Nidhi Saraf, daughter of Sri Beni Gopal Saraf, registered at A.D.S.R. Sonarpur office and recorded in Book No.I, Volume No.17, Pages- 280 to 286, being No.836 for the year 1989.

(5) That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less 2 Cottahs 13 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 17/04/1989 to Sri Beni Gopal Saraf, son of Sri Shyam Lal Saraf, registered at A.D.S.R. Sonarpur office and recorded in Book No.I, Volume No.44, Pages- 1 to 3, being No.2174 for the year 1989.

(6) That the said Sri Beni Gopal Saraf, son of late Shyam Lal Saraf sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/04/1999 to Sri Sudhamoy Chatterjee, son of Late Apurba Mohan Chatterjee, registered at A.R.A-1, Kolkata office and recorded in Book No.I, Volume No.42, Pages-430 to 443, being No.1723 for the year 1999.

(7) That the said Sri Beni Gopal Saraf, son of late Shyam Lal Saraf sold, transferred and conveyed the land measuring more or less 1 Cottah 14 Chattaks 32 Sq.ft. out of 2 cottahs 13 chattaks out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/04/1999 to Smt. Chhabi Banerjee, wife of Pranabesh Banerjee, registered at A.R.A-1, Kolkata office and recorded in Book No.I, Volume No.42, Pages-444 to 457, being No.1724 for the year 1999.

(8) That the said Smt. Nidhi Saraf, daughter of Sri Beni Gopal Saraf, sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 19/04/1999 to Sri Bibhuti Bhusan Sarbadhikary, son of Late Tarapada Sarbadhikary, registered at A.R.A-1, Kolkata office and recorded in Book No.I, Volume No.42, Pages-458 to 471, being No.1725 for the year 1999.

(9) That the said Sri Sudhamoy Chatterjee, son of Late Apurba Mohan Chatterjee sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 27/09/2013 to Sri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein), registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D. Volume No.25, Pages-3815 to 3830, being No.11055 for the year 2013.

(10) That the said Sri Bibhuti Bhusan Sarbadhikary, son of Late Tarapada Sarbadhikari sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 27/09/2013 to Sri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein), registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D. Volume No.25, Pages-3831 to 3846, being No.11054 for the year 2013.

(11) That the said Smt. Chhabi Banerjee, wife of Pranabesh Banerjee sold, transferred and conveyed the land measuring more or less 1 Cottah 14 Chattaks 32 Sq.ft.in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 08/11/2013 to Sri Swapn Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein) registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D.Volume No.26, Pages-8043 to 8057, being No.11895 for the year 2013.

(12) By virtue of three separate sale deeds, the said Sri Swapan Kumar ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, the Vendors no. 4 to 6 herein become the absolute owners of bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft.in R.S.Dag No.1002, R.S.Khatian No.1117 of Jagaddal Mouza, J.L.no.51 and they got the property recorded in their names in L.R.Records of rights vide L.R.Khatian Nos.3121, 3122 & 2885, L.R.Dag No.11640 and also recorded their names in the assessment registrar of the Rajpur-Sonarpur Municipality in respect of the aforesaid property underholding No.86, Tarafdarpara Road, Ward No.25 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, Kolkta-700151 and paying rent and taxes regularly.

(13) Thus the said Sri Swapan Kumar ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, Vendor Nos. 4 to 6 herein being the absolute owners of bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft situated and lying at Mouza-Jagaddal, J.L.No.71, Pargana-Mugura, P.S. & A.D.S.R.office at Sonarpur, R.S.No.233, Touzi No.151,23,69, comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 & 2855, Holding No. 86, Tarafdar Para Road, Ward No.25 under Rajpur Sonarpur Municipality, P.O.DakshinJagaddal, Kolkata-700151, District South 24-Parganas, hereinafter referred to as the "Block-1 of Phase-1 of SAID PREMISES" more fully described in SECOND SCHEDULE Part -1 hereunder written, obtained approved building plan from the authority of Rajpur-Sonarpur Municipality vide **building plan no.662/CB/25/64 dated 15.07.2014** for construction of a G+IV storied building.

(14) That the Vendors No.4 to 6 herein for deriving optimum benefit and returns from their land entered into a joint venture agreement with M/S.PARADISE LAND & HOUSING CO.a proprietorship business of Dipak Karmakar, (Promoter/Developer herein) regarding their said Premises fully described in the Block-2 of Phase -2 of Second Schedule Part-1 hereunder written on 23/02/2015 registered at Sonarpur A.D.S.R.Sonarpur office and recorded in Book No.I, C.D.Volume No. 3, Pages-3194 to 3212, being No.01321 for the year 2015 and also executed a Development Power of attorney in favour of Promoter/Developer herein on 23/02/2015, registered at A.D.S.R.Sonarpur and recorded in Book No.I, C.D.Volume No.3, Pages-3181 to 3193, being No.1322 for the year 2015.

(15) That the said Promoter/Developer herein on behalf of the Owners revised the said approved building plan of the Phase-1 of Said Premises fully described in the Second schedule Part -1 hereunder written from Rajpur-Sonarpur Municipality vide **revised sanctioned building Plan No.1565/Rev/CB/25/36 dated 24/02/2016 for construction of (G+IV) storied building for residential purposes.**

(16) That the said Sailendra Nath Mallick sold, transferred and conveyed the land measuring 40 Kth out of his 132 decimal to different persons and retained the balance land measuring 39 Kth 13 Chtk 44 Sft. with structures under his own possession and had been enjoying the said land without any let or hindrance.

(17)That the said Sailendra Nath Mallick, son of Late Nani Gopal Mallick intestate on 24/03/2015 leaving behind his wife Smt. Karuna Mallick, four sons, Sri Pradip Kumar Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick and four daughters, namely, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. MahamayaSaha as his sole legal heirs and successors of Late Sailendra Nath Mallick and each having undivided 1/9th share of the total property.

(18)The Pradip Kumar Mallick, son of Late Sailendra Nath Mallick intestate on 24.9.2012 leaving behind hiswifeSmt. Rina Mallick and one daughter Smt. TanimaLaha as his legal heirs and successors and each having undivided 1/2nd share of undivided 1/9th undivided share of Late Pradip Kumar Mallick.

(19)That the said Sri Beni Gopal Saraf, son of Late Shyamlal Saraf sold, transferred and conveyed the land measuring more or less 14 Chattaks 13 Sq.ft. of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship business of Dipak Karmakar, (2) Miss Purabidey and (3) Smt. Sikha Karmakar, (Purchasers therein also Vendor Nos.1 to 3 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2755 to 2780, being No.04190 for the year 2015.

(20)That the said Smt. Karuna Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. MahamayaSaha, Smt. Rina Mallick and Smt. TanimaLaha jointly sold, transferred and conveyed the land measuring more or less 7 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.1 to 3 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2781 to 2829, being No.04192 for the year 2015.

(21) That the said Smt. Karuna Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. MahamayaSaha, Smt. Rina Mallick and Smt. TanimaLahajointly also sold, transferred and conveyed the land measuring more or less 6 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.1 to 3 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.40 to 81, being No.04193 for the year 2015.

(22)That the said Smt. Karuna Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. MahamayaSaha, Smt. Rina Mallick and Smt. TanimaLahajointly sold, trasnferred and conveyed the land measuring more or less 7 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.1 to 3 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2830 to 2871, being No.04194 for the year 2015.

(23)By virtue of aforesaid four sale deed, the said (1) M/S. PARADISE LAND & HOUSING CO, proprietor Dipak Karmakar, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Vendor Nos.1 to 3 herein) become the absolute owners of the land measuring more or less 20 Cottahs 14 Chattaks 13 Sq.ft. fully described in the Second Schedule Part-II and also they got the property recorded in their names in L.R.Records of rights, vide L.R.Khatian Nos. 3513, 2514 & 3515 and paid the tax up to date.

(24)The said (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm of Dipak Karmakar and (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Vendor Nos.1 to 3 herein) and Sri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh(Vendor No.4 to 6 herein) amalgamated (on 4/02/2016 which was duly registered a deed of amalgamation at A.D.S.R.Garia and recorded in Book No.1, Volume No.1629, Pages- 7537 to 7563, being No.0346 for the year 2016)their two plots/holding, i.e. the land measuring more or less 20 Cottahs 14 Chattaks 13 Sq.ft. described in the Second Schedule Part-II and land measuring more or less 16Cottahs12 Chattaks 32 Sq.ft. described in the Second Schedule Part I, which are adjacent and contagious to each other, into one Plot/holding land measuring more or less 37 Cottahs 11 Chattakssituated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151,23,69 Pargana-Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122, 2855, 3513, 3514 and 3515 and the said land has been separately assessed and recorded their names in the assessment registered of the Rajpur-Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in their names to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as holding No. 86,Tarafdar ParaRoad,WardNo.25,under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151,hereinafter referred to as the "SAID ENTIRE PRIMISES" more fully described in SECOND SCHEDULE hereunder.

(25)That the said Smt. SikhaKarmakar(Owner/Vendor No.3 herein) and Miss Purabi Dey(Owner/Vendor No.2 herein) executed a General Power of attorney on 17/02/2017 in favor of Sri Dipak Karmakar, registered at A.D.S.R.Garia and recorded in Book No.IV, Volume No.1629-2017, pages-1328 to 1342, being No.00107 for the year 2017.

(26)That the said Developer also Owner herein on behalf of the Owners obtained a revised building plan jointly of the Phase-1 & Phase-IIof Said Premises fully described in the Second Schedule hereunder written from Rajpur-Sonarpur Municipality vide sanctioned**Revised Plan No.41/Rev/CB/25/26 dated 20/06/2018 (previous Plan No.662/CB/25/64 dated 15/07/2014and Plan No.1565/Rev/CB/25/36 dated 24/02/2016)for construction of(G+IV) storied building for residential purposes.**

(27)That The Promoter/ Developer herein thereafter has commenced construction of the building or buildings comprising of several self-contained residential flats or units for commercial exploitation or sale of Second schedule Part-1 of Phase-I in accordance with the approved building **Plan No.1565/Rev/CB/25/36 dated 24/02/2016**and complying with general specification of construction completed the entire building of Phase-1 andmade ready for possession and obtained Completion plan being **Plan No. 243/COMP/CB/25/60 dated 12.12.2019** with completion certificate from the concerned authorityregarding the Phase -1 which fully described in the Part-I of the Second Schedule hereunder.

(28) That in terms of the agreement the vendor no. 4 to 6 were allotted their flat and car parking spaces in Phase-I in consideration of their land and excepting the vendors' allocation the remaining flats and car parking spaces etc. were allotted to the share of the developer and the developer shall appropriate the sale proceeds of his allotted share.

(29) In pursuance of the provisions contained in the Development Agreement the Developer has been vested the power to nominate purchaser or purchasers to acquire different parts or portions out of the entire building together with equivalent portion of the common areas and facilities appurtenant thereto in the Developer's allocation (excepting the allocated portion of the owners) along with the power to enter into necessary agreements with such nominee/purchaser in concurrence with the Owners.

(30) Notwithstanding any other provision contained in this agreement, the owners shall if and when called upon, do, execute and register the deed or deeds of conveyance in favour of the Purchaser/Purchasers as nominees of the Developer in fully and effectually conveying and transferring any part or portion of built up areas in the newly constructed building including the proportionate indefeasible share of the land comprising the said building/buildings and attributable to such built up area in the Developer's allocation.

(31) That the developer and the owner of the land offered to the purchaser herein to sale a flat and a car-parking space identified by **flat no.....** on the**floor**, corner of the building (in approved building plan the flat is marked as '.....') measuring super-built-up areaSft (covered area measuringSft and carpet area of the flat measuringSft and area of Balcony measuringSft) and **car-parking space identified by no.....** of an area measuring**sft** on the ground floor side of the building Phase-I of "Nirmala Breeze Block-2", constructed on the land lying and situated in Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151,23,69, Pargana-Magura, A.D.S.R.office at Sonarpur, P.S.Sonarpur, comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 fully described in the Second Schedule Part-1 of Phase-I hereunder written and the purchasers herein accept the offer and agreed to purchase the said flat no.....on thefloor(.....) at a price or consideration of **Rs...../-(Rupeesonly)** and car Parking space at a price or consideration of **Rs...../-(Rupees only)** totaling **Rs...../-(Rupeesonly)** which is included levies implied by the Government, free from all encumbrances.

(32) That the Purchasers, the Third party herein, has gone through the title deeds and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property and measurement of their allocated areas including their respective rights and interest to deal with their respective allocated areas and further that the said premises is freed and discharged of all encumbrances, liens, lispendens, charges and attachments, and the purchasers hath agreed to purchase and acquire and the Developer hath in concurrence with the owners/vendors agreed to sell and transfer **ALL THAT Flat/Unit No.**, on the**floor**.....side of the building '**Nirmala Breeze'Block-2** measuring super-built-up area**Sft** (covered area measuring **Sft** and carpet area of the flat measuring**Sft** and area of Balcony measuring **Sft**) and a **car-parking space No.....** on the ground floor of the said building '**Nirmala**

Breeze' Block-2 on the said premises more fully described in the **THIRDSCHEDULE** hereunder written (hereinafter referred to as the '**SAID FLAT**') **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit more fully and particularly described and mentioned in 'the **SECOND SCHEDULE** hereunder written and together also with common parts, and facilities appertaining thereto more fully and particularly described and mentioned in **FOURTH SCHEDULE** hereunder written as fully completed unit/flat in good and decent condition at or for the total consideration of **Rs...../- (Rupeesonly)** which is included levies implied by the Government.

(33)The Purchasers herein havenow requested the Developer herein through the Owners/Vendors herein to execute the relevant Deed of Conveyance in respect of the said "SAID FLAT" together with undivided proportionate indefeasible share or interest in the landand Premises in their favour.

(34)At or before execution of this Deed the Purchasers have fully satisfied themselves as to :

- i) The title of owner in respect of the said premises.
- ii)Structural stability, quality and specification of construction of the said building.
- iii) The workmanship of the building and the said flat together with undivided proportionate indefeasible share or interest in the land and/or the various materials used in construction of the said new building.
- iv)The total area to comprise "THE SAID FLAT" together with undivided proportionate indefeasible share or interest in the land and premises.

AND HAVE agreed not raising any objections whatsoever or howsoever in respect thereto.

NOW THISINDENTURE WITNESSETH as follows :-

I. That in pursuance of the said Agreement for sale and in consideration of the said sum of **Rs...../- (Rupees only)** which is included levies implied by the Government)the lawful money of the Union of India well and truly paid by the Purchasers to the Developer herein at or before the execution hereof (the receipt whereof the Developer with the consent and concurrence of the Vendors doth hereby and also by the separate receipt hereunder written admit and acknowledge as per Memo of consideration hereunder written and from the payment of the same and every part thereof release and acquit the Purchasers) **AND IN FURTHER** consideration of the Purchaser/s agreeing to pay the Municipal and all other rates and taxes, maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in these presents, the Developer with the consent and concurrence of the Vendors herein doth hereby absolutely and indefeasibly grant, assure and convey unto and in favour of the Purchaser/s **ALL THAT "THE SAID FLAT"** in **Nirmala Breeze, Block-2, Flat No.....on the floor side of the building Phase-2** containing bed rooms, one drawing/dining, one Kitchen, two toilets and a veranda measuring super-built-up areaSft (covered area measuringSft and carpet area of the flat measuring Sft and area of Balcony measuringSft) with right of use and enjoyment of common areas and facilities such as staircase, landing, lift, roof, common passage, pump room including ancillary plant, machinery, devices for providing amenities to flat owners of the building together with proportionate share of land with one Car-parking space where on the buildingis erected at Holding No. 86,Tarafdar Para Road, Ward No.25 of Rajpur Sonarpur Municipality more fully described

and mentioned in the **THIRD SCHEDULE** hereunder written and shown in the plan annexed herewith and marked by **RED** border line **AND THE** Vendor and the Developer hereby transfer the ownership of the said flat and car-parking including the reversion or reversions, remainder or reminders, rents, issues and profits accruing thereof and all estate, right, title, interest, property claim and demand whatsoever of the Developer and the vendors into or upon the said proportionate share of the land and the flat no..... on the floor in Block-2 building and all deeds muniments and evidence of title which in anywise related to the said property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the developer and the vendors or any persons from whom they may procure the same without any action or suit at law or in equity and all other benefits and rights herein comprised and hereby granted, sold, conveyed, assured or every part thereof together with rights liberty appurtenances whatsoever **TO AND UNTO** the purchasers free from all encumbrances with all easements or quasi-easements beneficial use and enjoyment of the said property including hereto in common with other co-owners of the building **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land of the premises and attributable to the said Flat and more fully and particularly described in the Part-1 of the **SECONDSCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTHSCHEDULE** hereunder written **TO HAVE AND HOLD** the “**THE SAID FLAT**” together with undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the purchaser/s to be observed and performed specifically in Fourth Schedule **AND ALL** the estate right, title, claim, demand whatsoever for the vendors into and upon the said land hereditaments and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, lispendences, claims, demands, trusts and liabilities and the vendor and developer do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendor and the Developer done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat and the said car parking spaces together with undivided proportionate share of the land and holding and receive and realize rents, issues and profits without any lawfully eviction, interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

II. THE VENDORS, THE PROMOTER/DEVELOPER and each of them doth hereby covenant with the Purchaser/s as follows :-

a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary, the Vendors and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **“SAID FLAT”** Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.

b) That notwithstanding any act, deed or things whatsoever done the Developer and the Vendors respectively have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the **“THE SAID FLAT”** Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.

c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy **“THE SAID FLAT”** Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

d) That the Vendors doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled until or unless the title deeds muniments and evidences of title which is anywise related to the said property/premises or any part thereof be handed over to the flat owner’s association formed by the flat owners of the complex.

e)The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.

f)The Purchasers being absolute owners shall have the rights to sell, transfer, mortgage and lease or otherwise alienate and encumber the property hereby conveyed without interference of any other persons.

g)The Purchaser/s shall have right to use all common facilities, open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.

h)The entire Building Complex is named “**Nirmala Breeze**” and the said name shall not be changed under any circumstances.

III) THE PURCHASER/S DO TH HEREBY COVENANT AND AGREE WITH THE VENDORS AND THE PROMOTER/DEVELOPER as follows :

As from the date of possession of the said Unit, the Purchaser/s agreed and covenants to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have the right of preemption nor shall claim from the vendor or from the Developer any independent right, title and interest in any other part or portion of the building save and except the flat and car-park hereunder conveyed but shall have common right and facilities and benefits provided in **Fourth Schedule** hereunder written shall remain join for all times with the vendors and or other co-owners who may hereafter or hereto before have acquired right title and interest in the in the land abutted in the building. It being hereby declared that, the interest in the land is impartible.

2) i) That the purchaser shall join and take part in forming the flat owner’s association with the other flat owners of the building.

ii) To co-operate with the other co-purchasers and the owners and the Society/Association including the Developer in the management and maintenance of the new building.

ii) To observe and abide by the rules and byelaws framed/adopted by the flat owner’s association of the building and any amendment addition alteration of the rules and byelaws adopted from time to time by the Society/Association.

iii) Not to do anything or prevent the owners and/or developer from making further or additional construction and notwithstanding any temporary disruption in the purchaser’s enjoyment of the said flat with/without car parking space.

iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colure scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Developer/Association differ from the colure scheme of the building or which in the opinion of the Developer / Association may affect the elevation in respect of the exterior walls of the said building.

v) The Purchaser/s shall not fix or install an Antenna on the roof or terrace of the said building.

3. To allow the Promoter/ Developer/ the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or roof or rear Lawn if any for the purpose of maintenance and repairs .

4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer/ Association as the case may be.

5. To pay charges for electricity in or relating to the said Flat/unit wholly and proportionately relating to common parts.
6. Not to Sub-divide the said unit or any portion thereof.
7. The purchaser shall not keep/store or allow or permit any other person to store any goods articles or things in the staircase landing lobby and/or other common areas and places of the building nor shall do any act causing blockage of the staircase, common areas and common passages of the building and the purchaser shall not use the said flat in such manner or commit any such act as to cause nuisance or annoyances to the other flat owners and shall not through or accumulate any dirt rubbish rags or wastes in any portion of the building or land.
8. Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to effect of endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc.in any manner.
9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.
11. Not to do or cause any things to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use
12. Notwithstanding that full and absolute property rights transferred to the purchaser by this deed, the purchaser shall have no right to damage or demolish or cause to be damaged or demolished or to commit waste in respect of the said unit/flat apartment or any part thereof in any manner so as to affect the vendors or other owners of other flats who have purchased and acquired or may hereafter purchase or acquire similar property rights as conveyed by this deed.
13. Not to install grills the design of which have not been suggested approved by the Architect.
14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured.
15. Not to make structural additions and/or alteration such as beams, columns, partition walls etc or improvements of any nature.
16. Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building
17. The Purchasers shall be liable to pay proportionately all common charge and taxes, Municipal taxes, common electricity other levies and outgoing maintenance charges and repairs of all equipment, installation, common portions and repairs and paintings of the outer wall of the building and other expenses

necessary for the said building from the date of deemed possession of the property hereby conveyed.

18 The Purchasers shall get the flat mutated in the record of Rajpur-Sonarpur Municipality and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges others taxes and impositions so to be levied by the Rajpur-Sonarpur Municipality or State Government or by any other Competent Authorities and until the flat /apartments comprised in the said units to be separately assessed and/or mutate or tax is apportioned in respect of municipal rates and taxes or impositions the Purchasers shall be liable to pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Developer/Associations to be formed by the flat owners on their own initiative and endeavor.

19 The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and have got no dispute thereof.

20 That the terms & conditions and stipulations made herein is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Definitions)

ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

PREMISES - shall mean ALL THAT piece and parcel of Baastu land measuring more or less less 37 Cottahs 11 Chattaks, (the split up of the land being :-more or less 16Cottahs12 Chattaks 32 Sq.ft. of Phase-1 along with (G+IV) storied building standing therein described in the Second Schedule Part I plus more or less 20 Cottahs 14 Chattaks 13 Sq.ft. decribed in the Second Schedule Part-II)situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana-Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, 3513, 3514 & 3515. Holding No. 86, Tarafdarpara Road,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700151,hereinafter referred to as the "SAID ENTIRE PRIMISES" more fully described in SECOND SCHEDULE hereunder written is free from all encumbrancesmore fullyand particularly described in the SECOND SCHEDULE hereunder written.

MAP OR PLAN :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

SPECIFICATIONS : - shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

COMMON PARTS, PORTIONS, AREAS AND INSTALLATION :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms,

water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FOURTH SCHEDULE** hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the **FIFTH SCHEDULE** hereunder written.

CO-OWNERS- shall accord to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

BUILDING- shall mean the new building or buildings constructed on the said premises.

UNDIVIDED SHARE- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **G+4 storied buildings known as "NIRMALA BREEZE Block-2"** at Holding No.86 Tarafdarpara Road more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

THE SAID FLAT- shall mean ALL THAT the flat/unit of **G+4 storied buildings known as "NIRMALA BREEZE"** at Holding No.86 Tarafdarpara Road, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written.

ASSOCIATION- shall mean the Association/Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.

ULTIMATE ROOF - shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

WORDS - importing singular and masculine shall include in plural and feminine and vice versa.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Entire Premises)

ALL THAT piece and parcel of Bastu land measuring more or less 37 Cottahs 11 Chattaks, (the split up of the land being :-more or less 16 Cottahs 12 Chattaks 32 Sq.ft. of Phase-1 along with (G+IV) storied bulilding standing therein described in the Second Schedule Part I plus more or less 20 Cottahs 14 Chattaks 13 Sq.ft. decribed in the Second Schedule Part-II) situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, 3513, 3514 & 3515, holding No. 86, Tarafdarpara Road,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151, which shown in the map or plan annexed hereto by GREEN BORDER.

Butted and bounded as follows:-

ON THE NORTH :- R.S.Dag No1002(P)

ON THE SOUTH:-R.S.Dag No. 1002(P)

ON THE EAST :- R.S.Dag No.1095

ON THE WEST :- 24 ft wide Tarafdarpara Road,

SECOND SCHEDULE-PART-1 ABOVE REFERRED TO

(Description of the land of the Premiseswhereon a G+4 storied building of Phase-1 is erected)

ALL THAT piece and parcel of Bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft. of Phase-1 along with (G+IV) storied building standing therein as per sanctioned Plan No. 1565/Rev/CB/25/36 dated 24/02/2016 and also Completion plan being Plan No. 243/COMP/CB/25/60 dated 12.12.2019situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, holding No. 86, TarafdarparaRoad,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151.which shown in the map or plan annexed hereto by RED BORDER

SECOND SCHEDULE-PART-II ABOVE REFERRED TO

(Description of the land of the Premises whereon a G+4 storied building of Block-2 will be constructedand the flat and car-park transferred lies therein)

ALL THAT piece and parcel of Bastu land measuring more or less 20 Cottahs 14 Chattaks 13 Sq.ft. of Block-2 of Phase-II along with Proposed (G+IV) storied building standing therein situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3513, 3514 & 3515, holding No. 86,

Tarafdarpara Road, Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700151. which shown in the map or plan annexed hereto by YELLOW BORDER

THIRD SCHEDULE ABOVE REFERRED TO
(Description of the SAID FLAT and Car-park transferred by this deed)

ALL THAT the Flat or Unit No..... on thefloor, at side at Block-2 having super-built-up area Sft (covered area measuringSft and carpet area of the flat measuringSft and area of Balcony measuringSft) consisting of Bed Rooms, one Drawing/Dining Room, one Kitchen, two toilets and a Veranda along with impartible undivided proportionate share in land and premises as described in the **Second Schedule Part-2** herein above stated along with common rights of the common parts and common maintenances as described in the **Fourth Schedule** herein below and common expenses as described in the **Fifth Schedule** herein below along with a **Car parking Space No.....** on the Ground floor at Block-2 of the said buildings Known as “**NIRMALA BREEZE**” at Holding No.86, Tarafdar Para Road, under Rajpur-Sonarpur Municipality, Ward No.25, P.O.Dakshin Jagaddal, P.S. Sonarpur, Kolkata-700 151 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

FOURTH SCHEDULE ABOVE REFERRED TO
(Common parts and facilities of the complex)

1. Common path, passage, entrance lobby on the ground floor excepting car parking space and main structures to the building.
2. Common boundary wall and main gate together with land appurtenant to the building within the boundary walls.
3. The foundation, columns, girders, beams, support main walls, corridors, lobbies, stair, stair-ways, landings, lift with its accessories, iron removal plant, STP, firefighting system, intercom, C.C.Camera, community hall, Gym, association room, stair room on the roof, ultimate roof, guards rooms, caretakers rooms and toilets, meter rooms, children’s play area and other facilities on the ground floor.
4. Concealed electrical wiring, fittings and fixtures for lighting in the staircase, landing, common passages and other common areas in the building.
5. Drains and sewers from the building to Municipal drain.
6. Water pump and meter together with the space required therefore, over-head water tank, underground water reservoirs and distribution pipes from the tank to different units.
7. Water and sewerage evacuation pipes from the unit to drains.
8. The roof along with parapet walls of the building for installation of antenna, wiring and for all other common purposes. It is clarified that the common portions shall include the open space, which is kept reserved in the said land surrounding the building.
9. Generator and all other amenities which is for common use of all the flat owners.

FIFTH SCHEDULE ABOVE REFERRED TO
(Common expenses)

1. The expenses for maintenance, operating pump, white washing, cleaning, lightning the main entrance,

passages, landing, stair cases and other part of the common portion and outer walls. The purchasers shall pay maintenance cost of the common areas and facilities of the complex 'Nirmala Breeze' as to be charged by the flat owners association for maintaining the same.

2. The maintenance corpus deposit as paid by the purchaser to the developer to be refunded on formation of apartment owners association of the complex, the said amount without any interest, will be transferred to the account of the Apartment Owners Association for credit in the names of the purchasers of the said flat.
3. The salaries and other expenses of all persons employed for common purposes.
4. The cost of working and maintenance, renewal of license of lift fire generator and other services and such other expenses as are deemed to be necessary by the flat owner's association and incidental expenses for the maintenance and up keeping of the said building.
5. Replacement cost of equipment/facilities and expenses and deposits for supplies of common facilities.
6. Proportionate portion of principal and other taxes levies and outgoings of the common areas save those separately assessed or incurred in respect of any unit.

All other expenses/outgoings, which may deemed to be necessary or incidental for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common rights, easements and quasi-easement privileges and appurtenances shall be enjoyed jointly with other owners)

1. The purchaser shall be entitled to all rights, privileges vertical and lateral easement, quasi-easement, appendages whatsoever belonging or enjoyed or reputed or known as part and parcel thereof or appertaining thereto.
2. The right of access is common with the Owners and other occupiers of the said building at all times for all normal business with the use and enjoyment of the staircase and electrical installations etc.
3. The right of way is common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat with or without vehicles over and along with driving ways and path ways comprised with the said building provided always and it is hereby declared that nothing herein contained will permit the purchaser or any person deriving the title under the purchaser or the servants, agents, employees and invitees of the purchaser to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage or other person or persons including the owner entitled to such way as aforesaid along such driveways and path-ways.
4. The rights of protection of the said flat and all parts of the building so far they now protect the same.
5. The purchaser shall be entitled to all rights privileges whatsoever belonging to use and enjoying of all facilities and amenities provided by the developer within the said premises of housing complex e.g. open space within the premises, intercom, cctv facilities, iron removal plant, common roof top, STP, community hall, association room, fire-fighting system etc.
6. The right with or without workman and necessary materials for the purchasers to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary for the pipes, drains, wires and conduits aforesaid and for the purpose of re-building or

repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 8 hours previous notice in writing of its intention so to enter into the owners and/or other persons' property entitled to the same.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals this the 16th day of September, 2020

(Dipak Karmakar)

The sole proprietor and constituted attorney of
1) Sri Swapan Kumar Ghosh, (2) Smt. Gita Ghosh
3) Sri Rajib Ghosh, (4) Miss Purabi Dey and
(5) Smt. Sikha Karmakar

(Signature of the Vendors)

**Signed sealed and delivered
at Kolkata in presence of :-**

1.

(Signature of the Promoter/Developer)

2.

(Signature of the Purchasers)

MEMO OF CONSIDERATION

RECEIVED from within-named Purchasers the within-mentioned sum of **Rs...../- (Rupees** **only)** on account of full and final settlement price or Consideration money of the flat and car-parking space including levies implied by the Government, (The price or consideration of Flat is Rs...../- and car-parking space is Rs...../-) by several cheques of different denomination drawn in favour of the **PROMOTER/DEVELOPER** including Cheque No.....dt.drawn on of Rs...../-

WITNESSES :-

1.

2.

Signature of the Developer

Prepared and Drafted by me

(TARUN KANTI CHAKRABARTI)
Advocate(F.No.853/95)
Baruipur Civil Court.
Kolkata-700144,

Typed by me :

Sonarpur A.D.S., R.office.