

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day
of , Two Thousand Twenty Three BETWEEN

For ~~Shri~~ Sing Star Realtors Pvt. Ltd.

Subasis Janyal

Director

"SMILING STAR REALTORS PRIVATE LIMITED" having PAN: AARCS7967E, a Private Limited Company, having its office at 7/46, Salua Mondal Para, Post Office – Rajarhat Gopalpur, Police Station - Airport, Kolkata - 700136, District: North 24-Parganas, West Bengal, India, represented by its Director **MR. DEBASIS SANYAL**, having PAN: BKJPS9962B, son of Late Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 43/N, Jhawtala Road, Teghoria, behind Kalimandir, Post Office - Hatiara, Police Station - Baguihati, Kolkata - 700157, District: North 24-Parganas, West Bengal, India, hereinafter called and referred to as the "**PROMOTER**" of **ROYAL RESIDENCY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, directors, executors, administrators, authorized representatives and assigns) of the **ONEPART**.

AND

, hereinafter called and referred to as the "**PURCHASER**" (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 Naba Kishore Mondal and Raj Kishore Mondal were the absolute owners and possessors in respect of landed property, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising C.S. Khatian No.536, under Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present Purba Jadavpur, within the limits of the then Jadavpur Municipality at present within the limits of the Kolkata Municipal Corporation, Ward No.109, in the District of 24-Parganas since South 24-Parganas along with other landed property at Mouza Chakraberia and they were the recorded owners in the Record of Right.

AND WHEREAS one Sri GnanendraNathDeySarkar and others had been seized and possessed a portion of landed property by way of MourasiPatta out of the aforesaid property and their names had been recorded at the time of District Settlement Jarip in respect of their aforesaid occupied property under Khatian No.5 at MouzaNayabad and under Khatian No.11 at MouzaChakraberia.

AND WHEREAS while seized and possessed the aforesaid landed property said GnanendraNathDeySarkar and others jointly sold, conveyed and transferred their aforesaid property by virtue of a registered Deed of Sale in favour of The Suburban Agricultural Dairy & Fishery.

AND WHEREAS thereafter said The Suburban Agricultural Dairy & Fishery) had filed a Title Suit (Partition) Being T.S. No.16 of 1941 in the Court of the Ld. 3rd Sub-Judge at Alipore, claiming therein that they are the Owners in respect of 8 Annas 17 Ganda 3 Kara 1 Kranti share of the aforesaid property according to District Settlement Jarip against the then 16 numbers of co-sharers of the aforesaid property.

AND WHEREAS after the hearing of the aforesaid Suit the aforesaid Court of the Ld. 3rd Sub-Judge had passed a Final Decree and the aforesaid Court declared that the said Suburban Agricultural Dairy & Fishery owned 8 Annas 17 Ganda 3 Kara 1 kranti share according to the aforesaid District Settlement Jarip and the aforesaid 16 numbers of Defendants owned 2 Annas 13 Ganda 1 Kara 1 Kranti share of the aforesaid property and thus they jointly obtained their aforesaid share of the aforesaid property.

AND WHEREAS in the aforesaid partition suit the Defendant Nos.1 to 4 obtained 15 Ganda 2 Kara 2 Dantishare and one Surendra Krishna Mondal was the Defendant No.3 of the aforesaid suit and said Surendra Krishna Mondal died intestate leaving behind his two sons Sri Gour Chand Mondal and Sri Netai Chand Mondal and wife Smt. RenuBalaMondal, as his legal heirs and successors and after the death of saidSurendra Krishna Mondal his aforesaid sons and wife became the party of the aforesaid Title Suit bearing No.3 ka, 3kha& 3gaas mentioned in the aforesaid suit.

AND WHEREAS according to the aforesaid Decree said Sri Gour Chand Mondal, Sri Netai Chand Mondal and Smt. RenuBalaMondal, the legal heirs of said Defendant No.3 since deceased namely Surendra Krishna Mondal, obtained a portion of landed property measuring more or less 3 Ganda 3 Kara 1 Kranti 2 Danti equivalent to 20 Bighas out of Ganda of 15 Pon 2 Kara 2 Kranti which was the portion of the said Defendant No.1 to 4 and since then they had been seized and possessed their aforesaid total property jointly in ejmali rights.

AND WHEREAS for the exclusive and better enjoyment said Sri Gour Chand Mondal, Sri Netai Chand Mondal and Smt. RenubalaMondal prayed before the court of Ld. 3rd Sub-Judge at Alipore for partition of their aforesaid property and after hearing the aforesaid prayer the aforesaid Ld. Court had passed a Final Decree on 04.06.1971 according to the Report of the Ld. Pleader Commissioner in favour of the Defendant No.1 to 4, 5 & 6, 8 & 9 and 12 to 14 and their legal heirs and successors and the aforesaid Final Decree has been recorded as Order No.546 on 14.07.1971.

AND WHEREAS thereafter according to the aforesaid Order said Sri Gour Chand Mondal, Sri Netai Chand Mondal and Smt. RenubalaMondal had been seized and possessed their aforesaid share of landed property measuring more or less 3 Ganda 3 Kara 1 Kranti 2 Dantiequivalent to 20 (Twenty) Bighas marked as Plot No."KA" in the aforesaid Partition Plan lying and situate at MouzaNayabad, J.L. No.25, R.S. No.3, Touzi No.56, ParganaKhaspur, comprising C.S. Khatian No.6, appertaining to C.S. Dag No.31, corresponding to R.S. KhatianNos.113, 115, 117, 119, 121, 124, 126, 128, 132, 134, 137, 143 & 146 of R.S. Dag No.92, under Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present PurbaJadavpur, within the limits of the then Jadavpur Municipality at present within the limits of the Kolkata Municipal Corporation, Ward No.109, in the District of 24-Parganas since South 24-Parganas by paying rents, taxes to the appropriate authorities.

AND WHEREAS while seized and possessed the aforesaid landed property by virtue of a registered Deed of Sale on 07.08.1974 said Sri Gour Chand Mondal, Sri Netai Chand Mondal and Smt. RenubalaMondal jointly sold, conveyed and transferred a plot of Sali land measuring more or less 1 Bigha 1 Cottah 1 Chittak being Plot No.1 out of their aforesaid total property in favour of Sri Kartick Chandra Roy, son of Bishwanath Roy of ManirampurMistriGhat, S. N. Banerjee Road, P.S. Barrackpore, District: North 24-Parganas and the said deed was duly registered in the office of the Joint Sub-Registrar of Alipore at Behala and recorded in BookNo.I, Volume No.122, Pages 207 to 215, being Deed No.4374, for the year 1974.

AND WHEREAS after registration of the aforesaid Deed No.4374 for the year 1974, by virtue of a registered Deed of Declaration on 26.04.1985 said Sri Gour Chand Mondal, Sri Netai Chand Mondal and Smt. RenubalaMondal jointly declared and amended that the R.S. Khatian No.122 had been wrongly written instead of R.S. Khatian Nos.113, 115, 117, 129, 121, 124, 126, 128, 130, 132, 134, 137, 143 & 146, in the aforesaid Deed and the said deed of Declaration was duly registered in the office of the District Sub-Registrar at Alipore vide BookNo.I, being Deed No.3365 for the year 1985.

AND WHEREAS while seized and possessed the aforesaid purchased landed property by virtue of a registered Deed of Sale on 11.07.1996 said Sri Kartick Chandra Roy sold, conveyed and transferred a plot of Sali land measuring more or less 6 (Six) Cottahs being Scheme Plot No.N-2, out of his aforesaid total property measuring more or less 1 Bigha 1 Cottah 1 Chittak in favour of Smt. Swapna Deb, wife of Sri Parimal Deb, residing at 4A, East Road, Flat No.8, P.S. Jadavpur, Kolkata - 700032 and the said deed was duly registered in the office of the Sub-Registrar at Sealdah and recorded in BookNo.I, Volume No.42, Pages 60 to 71, Deed No.1709, for the year 1996.

AND WHEREAS after purchasing the aforesaid property the said Smt. Swapna Deb got her name mutated with the records of the Kolkata Municipal Corporation in respect of the said land which has since been known and

numbered as the Municipal Premises No.2224, Nayabad and the said premises has duly been assessed by the Kolkata Municipal Corporation in the name of the said Smt. Swapna Deb being Assessee No.31-109-08-2224-3, Ward No.109 in the District of South 24-Parganas.

AND WHEREAS while seized and possessed the aforesaid landed property by virtue of a registered Deed of Sale on 02.06.2000, which was duly registered in the office of the Additional District Sub-Registrar at Sealdah vide Book No.I, Volume No.38, Pages 375 to 399, being Deed No.1343 for the year 2000 said Smt. Swapna Deb sold, conveyed and transferred her aforesaid Sali land measuring more or less 6 (Six) Cottahs being Scheme Plot No.N-2 lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising C.S. Khatian No.6, appertaining to C.S. Dag No.31, corresponding to R.S. Khatian Nos.113, 115, 117, 119, 121, 124, 126, 128, 129, 130, 132, 134, 137, 143 & 146 of R.S. Dag No.92, under Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, Ward No.109, being Premises No.2224, Nayabad in the District of South 24-Parganas in favour of M/s. East West Health and Consultancy Private Limited, a company having its registered office at 80, Chowringee Road, represented by its Managing Director Mr. Suresh Kumar Agarwal, son of Late Satyanarayan Agarwal of 48, Gariahat Road, Kolkata - 700019 for a valuable consideration mentioned therein.

AND WHEREAS thereafter the said M/s. East West Health and Consultancy Private Limited by an Indenture dated 07/08/2006 registered at the office of the District Sub-Registrar - III South 24-Parganas, Alipore and recorded in Book No.I, Volume No.14, Pages from 7518 to 7538, Being No.5853 for the year 2006, sold, transferred and conveyed the said plot of land measuring an area of 6 (Six) Cottahs being Scheme Plot No.N-2 lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising C.S. Khatian No.6, appertaining to C.S. Dag No.31, corresponding to R.S. Khatian Nos.119 & 128 of R.S. Dag No.92, under Police Station

PurbaJadavpur now Panchasayar, within the limits of the Kolkata Municipal Corporation, Ward No.109, being Premises No.2224, Nayabad in the District of South24-Parganas unto and in favour of Sri Sushil Kumar Dhanuka and Sri SubhasKumar Dhanuka, the Vendors herein for a valuable consideration mentioned therein.

AND WHEREAS after such purchase, the said Sri Sushil Kumar Dhanuka and Sri SubhasKumar Dhanuka, the Vendors herein got their names recorded and/or mutated in the office of the concerned B.L.& L.R.O. in respect of the said land vide Memo No.18/3431/1/B.L.& L.R.O./Mut/A.T.M./ Kasba dated 14/03/07, Reference No.123/07 and Memo No.18/3432/1/B.L.& L.R.O./Mut/A.T.M./Kasba dated 14/03/07, Reference No.124/07 respectively.

AND WHEREAS thereafter the said land was duly recorded in the names of Sri Sushil Kumar Dhanuka and Sri SubhasKumar Dhanuka in L.R. Khatian Nos.703 & 702 respectively of L.R. Dag No.92 at MouzaNayabad.

AND WHEREAS the said Sri Sushil Kumar Dhanuka and Sri SubhasKumar Dhanuka, by an Indenture dated 01/03/2023 registered at the office of the District Sub-Registrar - II South 24-Parganas, Alipore and recorded in Book No.I, Volume No.1602-2023, Pages from 93216 to 93241, Being No.160202597 for the year 2023, sold, transferred and conveyed the said plot of land measuring an area of 6 (six) Cottahs more or less being Scheme Plot No.N-2 together with 100 Square Feet Tile Shed Structure standing thereon, lying and situate at MouzaNayabad, J.L. No.25, R.S. No.3, ParganaKhaspur, under Touzi No.56, comprising C.S. Khatian No.6, R.S. Khatian Nos.119 & 128, appertaining to C.S. Dag Nos.31, R.S. Dag Nos.92, corresponding to L.R. Khatian Nos.703 & 702 of L.R. Dag No.92 under Police Station PurbaJadavpur, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, being Municipal Premises No.2224, Nayabad, vide Assessee No.31-109-08-2224-3, A.D.S.R. Office Sealdah, District: South 24-Parganas with all easement rights over the said 30' feet wide Road adjacent to the said plot of land with structure and the said in the District of South 24-Parganas

unto and in favour of SMILING STAR REALTORS PRIVATE LIMITED having PAN: AARCS7967E, a Private Limited Company, having its office at 7/46, Salua Mondal Para, Post Office - Rajarhat Gopalpur, Police Station - Airport, Kolkata - 700136, District: North 24-Parganas, West Bengal, India, represented by its Director MR. DEBASIS SANYAL, having PAN: BKJPS9962B, son of Late Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 43/N, Jhawtala Road, Teghoria, behind Kalimandir, Post Office - Hatiara, Police Station - Baguihati, Kolkata - 700157, District: North 24-Parganas, West Bengal, India, the Vendors herein for a valuable consideration mentioned therein.

the herein SMILING STAR REALTORS PRIVATE LIMITED are in peaceful possession of the said land measuring 6(six) Cottahs

AND WHEREAS thereafter the said land was duly recorded in the names of SMILING STAR REALTORS PRIVATE LIMITED in L.R. Khatian Nos. 2946 respectively of L.R. Dag No. 92 at Mouza Nayabad., and mutated with the records of the Kolkata Municipal Corporation in respect of the said land being Municipal Premises No. 2224, Nayabad, vide Assessee No. 31-109-08-2224-3 and paying usual rents and taxes to the Appropriate Authorities with exclusive rights of Ownership thereto, more fully described in the Schedule hereunder written having unfettered right, title and interest thereto and free from all encumbrances, liens, lis pendens and attachments whatsoever

AND WHEREAS thereafter SMILING STAR REALTORS PRIVATE LIMITED sanctioned a G+4 Building plan from KOLKATA MUNICIPAL CORPORATION. ON 21/09/2023 and Building permit NO 2023120279. And name of the building is ROYAL RESIDENCY.

AND WHEREAS the Developer herein have declared for absolute sale of One Residential 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 together with undivided impartible proportionate share of

land comprised in the said Premises No.2224, Nayabad, 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 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. more fully and specifically described in the Second Schedule hereunder written and delineated in the Plan annexed hereto and shown by RED border line. 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 VENDOR / DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

(a) The interest which the Vendor/ Developer do hereby profess to transfer subsists and that the Vendor/ 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 Vendor/ Developer or any person or persons claiming through under or in trust for the Vendor/ 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, lispendens 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 Corporation 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 Kolkata Municipal Corporation 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 THAT piece and parcel of Bastuland measuring an area of 6 (six) Cottahs more or less being Scheme Plot No.N-2, lying and situate at MouzaNayabad, J.L. No.25, R.S. No.3, ParganaKhaspur, under Touzi No.56, comprising C.S. Khatian No.6, R.S. Khatian Nos.119 & 128, appertaining to C.S. Dag Nos.31, R.S. Dag Nos.92, corresponding to L.R. Khatian Nos.2946 of L.R. Dag No.92 under Police Station PurbaJadavpur , within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, being Municipal Premises No.2224, Nayabad, vide Assessee No.31-109-08-2224-3, A.D.S.R. Office Sealdah, District: South 24-Parganas with all easement rights over the said 30' feet wide Road adjacent to the said plot of land, which is butted and bounded as follows:-

ON THE NORTH : 30' feet Wide Road..
ON THE SOUTH : Part of R.S. Dag No.92,Plot No 3
ON THE EAST : Part of R.S. Dag No.92,Plot No 3
ON THE WEST : Land of R.S. Dag No.100.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIFTEON OF THE SAID FLAT & Car Parking Space)

oneself contained residential flat Flat No.on the First Floor, Back Side measuring super built up area ofSquare Feet more or less along with one car parking space No.1 on the Ground Floor measuring aboutSquare Feet of the G+4 Storied Building together with undivided impartible proportionate share of land comprise in the First Schedule hereinabove with all common user rights thereto as set-forth herein below at the said Municipal Premises No.2224, Nayabad, Police Station - PurbaJadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, Ward No.109, A.D.S.R. Office Sealdah, District: South 24-Parganas 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 K.M.C.

5. Reservoir on the roof on the top floor of the building and underground water tank, 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 Society with all required proposal and consent.

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

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs..... (Rupees.....) only towards the full and final consideration of the said flat and car parking space, more fully described in the SECOND SCHEDULE herein above paid by the Purchasers in the following manner:-

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

| | | | |
|-----|--|-------|---|
| Rs. | | Total | = |
|-----|--|-------|---|

(Rupees.....)

WITNESSES:-

- 1.
- 2.

Signature of the Developer

Drafted by:

Advocate,

Alipore Police Court, Kol: 27.