

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty-Four (2024).

BETWEEN

(1) MR. DEBADITYA PAUL, (PAN NO- AHQPP2340H) (AADHAAR NO. 929833569702), son of Sri Suresh Chandra Paul, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at 164/1, Baithak Khana Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009 and **(2) MR. RATAN PRASAD, (PAN NO- BZEPP7809J) (AADHAAR NO. 597270480267)**, son of Sri Ramchandra Prasad, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 10/11, A.P.C. Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009, hereinafter called and referred to as the **"LANDOWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**.

AND

MAA MANGAL CHANDI CONSTRUCTION, (PAN NO.), a partnership firm, having its registered office at 165/A, Baithak Khana Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009, being represented by its Partners namely, **(1) MR. DEBADITYA PAUL, (PAN NO- AHQPP2340H) (AADHAAR NO. 929833569702)**, son of Sri Suresh Chandra Paul, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at 164/1, Baithak Khana Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009 and **(2) MR. RATAN PRASAD, (PAN NO- BZEPP7809J) (AADHAAR NO. 597270480267)**, son of Sri Ramchandra Prasad, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 10/11, A.P.C. Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

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Debaditya Paul

Partner

MAA MANGAL CHANDI CONSTRUCTION

Ratan Prasad

Partner

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS :

- A. One Kedarnath Basu was the owner of so many immovable properties including the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009. The said Kedarnath Basu during his lifetime made settlement of his all the immovable properties including the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 by a Registered Deed of Settlement which was duly registered in the Office of Additional District Sub-Registrar, Kolkata, Deed No. 190 for the year 1936. In the said Deed of Settlement Kalidas Basu was appointed as Trustee and in the said Deed of Settlement it is clearly written that all the immovable properties including the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 to be vested to Kalidas Basu. It is also

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Debanita Paul

Partner

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Suben Bose

Partner

mentioned in the said Deed of Trust, on the death of Kedarnath Basu and his wife the Trust become an end and/or dissolve and the properties mentioned in the Deed of Trust including the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 shall inherit by the legal heir of Kedarnath Bose only.

- B. Kedarnath Bose and his wife died testate leaving behind their only son Kalidas Basu as their only legal heir and successor. Accordingly as per provision of the Deed of Settlement and on the death of Kedarnath Basu and his wife, their only son and legal heir Kalidas Basu inherited all the immovable properties including the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 morefully and particularly described in the Schedule hereunder written.
- C. On becoming the absolute owner while said Kalidas Basu was in possession of the aforesaid properties including the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 died intestate on 05.01.1984 leaving behind his wife Gouri Basu and five daughters namely Basanti Ghosh, Urmila Ghosh, Mira Ghosh, Miss Amita Basu and Mitra Roy as his legal heirs and successors. On the death of Kalidas Basu all the aforesaid légal heirs inherited all the immovable properties including the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 morefully and particularly described in the Schedule written hereunder in equal share having 1/6th each.
- D. While the aforesaid legal heirs were in joint possession Gouri Basu died intestate leaving behind her five daughters namely Basanti Ghosh, Urmila Ghosh, Mira Ghosh, Miss Amita Basu and Mitra Roy who jointly inherited the undivided 1/6th share of all the immovable properties including the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 left by Gouri Bose. On inheriting the undivided 1/6th share of the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 all the aforesaid legal heirs namely Basanti Ghosh, Urmila Ghosh, Mira Ghosh, Miss Amita Basu and Mitra Roy became the joint owners of the undivided premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 more fully and particularly described in the Schedule written hereunder having 1/5th share each.
- E. While Basanti Ghosh was in possession of her undivided 1/5th share of the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009, Basanti Ghosh died on 17.10.2007 leaving behind her only son Jnanananda Ghosh as her only legal heir and successor. As the husband of Basanti Ghosh predeceased (before the death of Basanti Ghosh). Accordingly as per provision of Dayabhaga School of Hindu Law the said son namely Jnanananda Ghosh inherited the 1/5th share of premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 left by Basanti Ghosh and became one of the joint owner of the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009.
- F. While Mitra Roy was in possession of her 1/5th share of the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009 died intestate on 07.11.2010 leaving behind her three surviving sisters namely Urmila Ghosh, Mira Ghosh and Miss Amita Basu as her legal

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Partner

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Partner

- heirs and successors. As the husband of Mitra Roy namely Ajoy Roy predeceased of Mitra Roy and they had no issue. Accordingly as per provision of Dayabhaga School of Hindu Law the said three surviving sisters namely Urmila Ghosh, Mira Ghosh and Miss Amita Basu jointly inherited the $1/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 left by Mitra Roy Mitra Roy the aforesaid three sisters namely Urmila Ghosh, Mira Ghosh and Miss Amita Basu became the joint owners of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 having $4/15^{\text{th}}$ each.
- G. While the aforesaid sisters namely Urmila Ghosh, Mira Ghosh and Miss Amita Basu were in joint possession with others co-owners Urmila Ghosh died intestate on 14.06.2012 leaving behind her two surviving sisters namely Mira Ghosh and Miss Amita Basu as her legal heirs and successors, as the husband of Urmila Ghosh namely S.N. Ghosh predeceased of Urmila Ghosh and Urmila Ghosh and S.N. Ghosh had no issue. Accordingly as per provision of Dayabhaga School of Hindu Law the said two surviving sisters namely Mira Ghosh and Miss Amita Basu inherited $4/15^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 left by Urmila Ghosh and the said Mira Ghosh and Miss Amita Basu became the owners of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 having $2/5^{\text{th}}$ share each.
- H. While Mira Ghosh was in joint possession of her $2/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 with the other co-owners died intestate leaving behind her only surviving sister namely Miss Amita Basu as her only legal heir and successor. As the husband of Mira Ghosh namely Amitava Ghosh predeceased of Mira Ghosh and they had no issue. Accordingly as per provision of Dayabhaga School of Hindu Law the said surviving sister of Mira Ghosh namely Miss Amita Basu inherited the $2/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 exclusively left by Mira Ghosh and on inheriting the $2/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 left by Mira Ghosh, Miss Amita Basu became the owner of the Premises No. 48, Akhil Mistry Lane, Kolkata – 700009, having $4/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, P.S. Muchipara, Kolkata – 700009.
- I. While Jnanananda Ghosh was in joint possession of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 died intestate on 14.08.2017 leaving behind his wife namely Gouri Ghosh and two sons namely Sayan Ghosh and Soham Ghosh. Accordingly, on the death of Jnanananda Ghosh the aforesaid legal heirs namely Gouri Ghosh and Sayan Ghosh and Soham Ghosh inherited the $1/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 left by Jnanananda Ghosh in equal share and became the joint owner of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 having $1/15^{\text{th}}$ share each.
- J. While Miss Amita Bose acquired and was in possession of the $4/5^{\text{th}}$ share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 with other co-owners died intestate on 06.11.2020 leaving behind her sister's son's sons namely Sayan Ghosh and Soham Ghosh jointly inherited

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Debalotika Paul

Partner

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Partner

the 4/5th share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 more fully and particularly described in the Schedule written hereunder left by Miss Amita Basu.

- K. While the said Gouri Ghosh, Sayan Ghosh and Soham Ghosh were in joint possession, Smt. Gouri Ghosh died intestate on 31.01.2021 leaving behind her two sons namely Sayan Ghosh and Soham Ghosh as her legal heirs and successors. As the husband of Gouri Ghosh namely Jnanananda Ghosh predeceased. Accordingly as per provision of Dayabhaga School of Hindu Law the said Sayan Ghosh and Soham Ghosh inherited the 1/15th share of the said premises left by Gouri Ghosh. The said Sayan Ghosh and Soham Ghosh on inheriting 4/5th share of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009 from Miss Amita Basu and 1/15th share of the said premises from their mother Smt. Gouri Ghosh, the said Sayan Ghosh and Soham Ghosh became the joint owner of the premises no. 48, Akhil Mistry Lane, Kolkata – 700009, having ½ (Half) share each.
- L. Thus, the said Sayan Ghosh and Soham Ghosh became the joint owners of All the land measuring about 2 Cottahs, 12 Chittacks together with 50 years old 3 storied building having 4500 Sq. Ft. covered area in total on the ground, first and second floor lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation in Ward No. 49, particularly mentioned and described in the Schedule – A hereunder written and are now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owners shall think fit and proper.
- M. By virtue of a registered Deed of Conveyance 14.02.2023, duly registered before the A.D.S.R.O. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1902-2023, Pages from 69159 to 69181, Being No. 190201941 for the year 2023, said Sayan Ghosh and Soham Ghosh sold, transferred and conveyed All the land measuring about 2 Cottahs, 12 Chittacks together with 50 years old 3 storied building having 4500 Sq. Ft. covered area in total on the ground, first and second floor lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation in Ward No. 49 unto and in favour of Mr. Debaditya Paul and Ratan Prasad absolute and forever.
- N. Thus, said Mr. Debaditya Paul and Ratan Prasad, the Owners herein become the joint owners of All the land measuring about 2 Cottahs, 12 Chittacks together with 50 years old 3 storied building having 4500 Sq. Ft. covered area in total on the ground, first and second floor lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation in Ward No. 49, particularly mentioned and described in the Schedule – A hereunder written and are now seized and possessed of and/or otherwise well and sufficiently entitled to the said

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property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owners shall think fit and proper.

- O. The said Owners namely Mr. Debaditya Paul and Ratan Prasad decided to demolish the old dilapidated building and re-construct a new multi-storied building upon the said land and accordingly, they have formed a Partnership Firm namely, "MAA MANGAL CHANDI CONSTRUCTION", lying and situated at 165/A, Baithak Khana Road, P.O. Raja Ram Mohan Sarani, P.S. Amherst Street, Kolkata – 700009 and they have decided to construct the building under the said partnership firm and all the flats will be sold through the firm and all the receivables will be received by the firm since both the landowners are partners of the said firm.
- P. Thereafter the Developer herein constructed Ground plus IV storied Building according to the sanctioned Plan being Plan No. **07/Br-V/2023-24 dated 17.04.2023** issued by the Kolkata Municipal Corporation upon the said piece and parcel of land measuring about 2 Cottahs, 12 Chittacks more or less equivalent to 183.946 Sq. M more or less morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- Q. As per the allocation and/or allotment, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- R. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on** **under registration no.**
- S. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation, in Ward No. 49, Assessee No. 11-049-02-0050-2 hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the

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Ratan Prasad
Partner

total price and / or consideration of **Rs. 00,00,000/- (Rupees.....)** **only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

T. By an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus Three storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation, in Ward No. 49, Assessee No. 11-049-02-0050-2 morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation, in Ward No. 49, Assessee No. 11-049-02-0050-2 morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit,

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Partner

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Devi Beasack

Partner

claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and

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executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT piece or parcel of the bastu land measuring about 2 Cottahs, 12 Chittacks more or less, lying and situated at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation, in Ward No. 49, Assessee No. 11-049-02-0050-2, under Holding No. 371 and 372, Block – I, in the North Division town of Kolkata, West Bengal and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY Premises No. 40 and 47, Akhil Mistry Lane;
ON THE SOUTH	:	BY Akhil Mistry Lane;
ON THE EAST	:	BY 8 Feet wide Akhil Mistry Lane;
ON THE WEST	:	BY Premises No. 49, Akhil Mistry Lane;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

ALL THAT one residential Flat, being Flat No., on the Floor (Flooring-.....), facing of the Ground plus storied Building namely "GANAPATI ENCLAVE", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Premises No. 48, Akhil Mistry Lane, P.O. Raja Rammohan Roy Sarani, P.S. Muchipara, Kolkata – 700009, within the limits of the Kolkata Municipal Corporation, in Ward No. 49, Assessee No. 11-049-02-0050-2.

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Pradyumn Beaswal

Partner

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

MAA MANGAL CHANDI CONSTRUCTION

Debaljit Singh Paul
Partner

MAA MANGAL CHANDI CONSTRUCTION

Arjun Beaswal
Partner

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
VENDORS at Kolkata in the presence of :

- 1.
- 2.

MAA MANGAL CHANDI CONSTRUCTION

Debalita Pal

Partner

MAA MANGAL CHANDI CONSTRUCTION

Devi Basu

Partner

SIGNATURE OF THE VENDOR

SIGNED SEALED AND DELIVERED by the
DEVELOPER at Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
High Court, Calcutta.
Enl. No.

RECEIPT

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/-**
(Rupees.....) only by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER