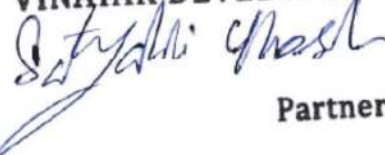


DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, 202 (Two Thousand and Twenty _____) A.D.

BETWEEN

1) SHRI BISWANATH DEY [PAN-BXVPD2865F] by Occupation Business, **2) SHRI GOPAL DEY [PAN - CHSPD7441K]** by Occupation - Service, **3) SHRI DILIP DEY [PAN - EJQPD4725Q]** by Occupation -Service, **4) SHRI SAMIT DEY [PAN - ARSPD5713E]** by Occupation - Service, **5) SHRI SUJIT DEY [PAN - EMWPD7857L]** by Occupation – SelfEmployed, all these five are the sons of Late Sadananda Dey, AND **6) SMT SIPRA DEY [PAN - CROPD5608N]** by Occupation - Housewife, wifeof Late Pradip Dey, **6A) SHRI PRASENJIT DEY [PAN - BGPPD9913D]** by Occupation - Business, **6B) SHRI SURAJIT DEY [PAN - BJOPD8709F]** by Occupation - Service, No.6A & 6B arethe sons of Late Pradip Dey, all are by Religion - Hindu, by Nationality - Indian, all areresiding at 2nd Lane, Sukanta Nagar, P.O. - Michael Nagar, P.S. Airport, Kolkata - 700133,hereinafter jointly called and referred to as **LANDOWNERS** (which expression shall unlessrepugnant to the context otherwise meaning be deemed to mean and include his legal heirs,successors, administrators and/or assign) the party of the **FIRST PART**.

VINAYAK DEVELOPERS

Partner

[The Vendors herein are represented by their Constituted Attorneys **"VINAYAK DEVELOPERS" [PAN - AAQFV0308Q]**, a Partnership Firm, having its Registered Office at 56, Kalibari Girls' School Road, P.O. & P.S. - New Barrackpore, Kolkata 700131, represented by its Partners namely **1) SRI SATYAKI GHOSH [PAN - BBIPG8455K]**, son of Tapan Kumar Ghosh, residing at 49, Main Road (East), P.O. & P.S. - New Barrackpore, Kolkata -700131 and **2) SMT. PRIYANKA DHAR [PAN - HBTPS5777R]**, wife of Sri Pradip Dhar, of Village - Tegharia, P.O. - Jugberia, P.S. - Ghola, Kolkata - 700110, both are by faith Hindu, by Nationality Indian, by Occupation -Business, by dint of a registered Development Power of Attorney dated 02.11.2022 recorded in Book – I, Volume No. 1504-2022, pages from 192714 to 192740, being No. 150404625 for the year 2022 registered at the office of A.D.S.R. Bidhannagar, West Bengal. Due to oversight and typographical mistakes, it appears that, in Page No. 4 (last paragraph) of the aforesaid registered Development Power of Attorney being No. 150404625 dated 02/11/22, the Developer Firm's name along with its nature and address i.e. "VINAYK DEVELOPERS" [PAN – AAQFV0308Q], a Partnership Firm, having its Registered Office at 56, Kalibari Girls' School Road, PO & PS – New Barrackpore, Kol – 700131, has not been entered / recorded therein. Therefore, the Vendors amend the Old Power of Attorney and execute the new Power of Attorney in favour of **"VINAYAK DEVELOPERS" [PAN - AAQFV0308Q]**, a Partnership Firm, having its Registered Office at 56, Kalibari Girls' School Road, P.O. & P.S. - New Barrackpore, Kolkata 700131, represented by its Partners namely **1) SRI SATYAKI GHOSH [PAN - BBIPG8455K]**, son of Tapan Kumar Ghosh, residing at 49, Main Road (East), P.O. & P.S. - New Barrackpore, Kolkata -700131 and **2) SMT. PRIYANKA DHAR [PAN - HBTPS5777R]**, wife of Sri Pradip Dhar, of Village - Tegharia, P.O. - Jugberia, P.S. - Ghola, Kolkata - 700110, both are by faith Hindu, by Nationality Indian, by Occupation -Business, dated 31/01/2024 recorded in Book – I, Volume No. 1504-2022, pages from 192714 to 192740, being No. 150404625 for the year 2022 registered at the office of A.D.S.R. Bidhannagar, West Bengal.

AND

"VINAYAK DEVELOPERS" [PAN-AAQFV0308Q], a Partnership Firm, having its Registered Office at 56, K, P.O. – Kalibari Girls’ School Road, P.O. - New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.), District - North 24 Parganas, Kolkata – 700131, represented by its Partners namely **(1) SRI SATYAKI GHOSH [PAN – BBIPG8455K]**, son of Tapan Kumar Ghosh, residing at 49 Main Road (East), P.O.- New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.). District - North 24 Parganas, Kolkata -700131 & **(2) SMT PRIYANKA DHAR [PAN – HBTPS5777R]**, wife of Sri Pradip Dhar, daughter of Ashok Shamanta, residing at Village - Teghoria, P.O.-Jugberia, P.S. - Ghola, District North 24 Parganas, Kolkata - 700110, both are by Religion - Hindu, by Nationality - Indian, by occupation Business, hereinafter referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and the heirs and successors-in-office, legal representatives and assigns) of the Party of the **SECOND PART**.

AND

..... **(PAN :**), son of
....., by Occupation - by faith, by
Nationality....., residing at
.....
....., hereinafter jointly called and referred to as the
"PURCHASERS" (which terms or expression shall unless excluded by or
repugnant to the context be deemed to mean and include their heirs,
executors, administrators, representatives and assigns) on the **THIRD PART**;

WHEREAS the Land Owners herein from No.1 to 5 along with their another brother Pardip Dey (since deceased) became the absolute owner and peaceful possessor of 9 Satak Land bethe same little more or less lying and situated under MOUZA - Sahara, J.L No. 46, Touzi No. 146, Re Su No 3 comprised in R.S. Khatian No. 207, R.S Dag No. 80, under the then Police Station & Sub Registry Office at Barasat, within the District the then 24 Parganas, by way of

purchase from Jamuna Rani Ghosh, Ganga Rani Ghosh, Kalipada Ghosh, Gopal Chandra Ghosh, all are the sons and daughters of Late Beharilal Ghosh of Ganganagar, P.S. -Barasat by virtue of a Registered Deed of Sale (Bengali SAAF BIKRAY KOBALA] executed on 18/01/1977 which was duly registered at S.R.O Barasat and Recorded the same in Book No. I, Volume No 22 copied in the Pages from 83 to 85 being No. 468 for the year 1977.

AND WHEREAS after getting the said property by way of purchase said BISWANATHDEY, GOPAL DEY, DILIP DEY, SAMIT DEY, SUJIT DEY and their another brother PRADIP DEY (since deceased) jointly seized, and possessed the said property with undivided equal 1/6 share over the said property by mutating their names jointly in the local Municipal Authority as well as in the Record of Rights and also constructed one structure with brick wall covered with Tin Shed and enjoyed the same uninterruptedly without any interference of anybody whomsoever.

AND WHEREAS while thus they seized and possessed the same, one co-sharer of the property Pradip Dey died intestate on 05/08/2018 leaving behind him his wife Sipra Dey and two sons namely Prasenjit Dey and Sri Surajit Dey, the Land Owner No.6, 6A & 6B herein as his only legal heirs and successors to inherit the deceased's 1/6 undivided share over aforesaid land property with the other Co-Sharers.

AND WHEREAS thus said BISWANATH DEY, GOPAL DEY, DILIP DEY, SAMIT DEY, SUJIT DEY became the undivided 1/6 share of the property each and SIPRA DEY, PRASENJIT DEY, SURAJIT DEY jointly became the undivided 1/6 share of the aforesaid total land measuring an area of 9 (nine) satak be the same a little more or less lying and situated within Mouza Sahara, J.L. No. 46, Touzi No - 146, Re. Su.No.3, comprised and contained in R.S Dag No. 80 corresponding to L.R. Dag No. 246 under R.S. Khatian No 207 corresponding to L.R. Khatian Nos. 1335, 533, 827, 2142, 2235, 1126 within Ward No. 27 of Madhyamgram Municipality having its Holding No. 220, Sahara Sukanta Nagar, under P.S.Airport, A.D.S.R.O. - Bidhannagar, Kolkata - 700133, District - North 24 Parganas, which is more fully and particularly described in the FIRST SCHEDULE herein below and the land owners herein seized, possessed and enjoying the same without any interruption and the said property is free from all encumbrances, liens, charges, mortgage etc. and have

every right to transfer, sale, gift, develop, liens, mortgage in any manner whatsoever to any third party.

AND WHEREAS the land owners mentioned herein above is now desirous of developing a multi-storied building (G+3) over the said plot of land measuring 9 [Nine] satak, after demolishing the old dilapidated structure with brick wall covered with Tin Shed but due to lack of financial capacity as well as experience in construction works have been in search of Developer who can undertake the responsibility of the proposed new building for commercial as well as residential purpose as per the plan to be sanctioned by the Madhyamgram Municipality in respect of the aforesaid property and as per specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said plot of land at the cost to be paid by the Developer and / or received or obtained from time to time from the intending buyers of the flats or shops to be constructed and will be comprised in the new building as shown in the plan.

AND WHEREAS the party of the Second Part having immense experience as builder and having financial capability has accepted the said offer of the party of the FIRSTPART so as to effecting development upon the said land as described in the First Schedule written hereunder/thereto after having due satisfaction as to the proper Right, Title and Interest of the Land Owners of the First Part over the said land as described in the First Schedule written hereunder/thereto on terms and conditions as laid down thereto and has mutually agreed upon by and between the parties thereto and signed a Development Agreement on 02.11.2022 which has been recorded in Book No. I, Volume No. 1504-2022, pages from 190246 to 190285 being number 150404621 in the office of A.D.S.R. Bidhannagar, West Bengal and also executed a registered Development Power of Attorney in favour of the Second Part which has been registered in the office of A.D.S.R., Bidhannagar, West Bengal and recorded in Book – I, Volume No. 1504-2022, pages from 192714 to 192740, being No. 150404625 for the year 2022.

AND WHEREAS the Developers have in the meantime/obtained a plan duly sanctioned by Madhyamgram Municipality vide sanction building plan number COM-06/MM/2023-2024 dated 17.05.2023 for raising a masonry

building up to limit of (G+4) storied and after the completion of construction, The Owner and Developers will be acquire their respective allotment property between themselves as per the Said Development Agreement with their possession as agreed upon.

AND WHEREAS in accordance with the said sanctioned Plan the Developers herein constructed said multi-storied Building namely “**VINAYAK III**” on the captioned property and now it is in habitable nature together with the facilities of water and Electricity connection.

BE IT MENTIONED HERE that as per Development Agreement the Land Owners will get their allocation out of the total constructed area along-with all right, title and interest, right to use of the common parts and facilities along-with undivided un-demarcated proportionate share of land as per the sanctioned building plan and the Developers will get remaining constructed area out of total constructed area along-with all right title interest along-with right to use of the common parts and facilities along-with undivided un-demarcated proportionate share of land as per the sanctioned building plan.

AND WHEREAS by virtue of the said Development Agreement, and the Power of Attorney in favour of the Partners of the “**VINAYAK DEVELOPERS**”, the Developer herein entitled to sell out the Developer’s Allocation of Residential Flats (Except Land Owner’s allocation, which is reserved only for the Owner).

AND WHEREAS the Developer hereby intends to sell out the Flats from the Developer’s Allocation save and except the Land Owners allocation, to the prospective buyer/buyers as clearly mentioned in the said Development Agreement.

AND WHEREAS the Purchasers above named has duly inspected all the Title Deed and relevant documents of the said Vendor relating to the said plot of Land and sanctioned Plan and has satisfied himself with reward thereto and also in respect of the areas, dimensions, measurements, specifications and other details whatsoever concerning the said Building, Flats and other spaces to be erected thereat.

AND WHEREAS the Purchasers above named approached to the Developer and expressed their willingness to purchase **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat – 2C** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** be the same a little more or less together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of **Rs.30,45,000/- (Rupees Thirty Lakh Forty Five Thousand Only)**, free from all sorts of encumbrances and for greater clearance of the respective the said Residential Flat, one PLAN is annexed herewith and delineated in RED mark which will be treated as a part of this Deed of Conveyance.

AND WHEREAS according to the proposal of the Purchasers above named, the Vendors & Developers herein jointly agreed to sell **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat – 2C** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** be the same a little more or less together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of **Rs.30,45,000/- (Rupees Thirty Lakh Forty Five Thousand Only)** and entered into a Agreement for Sale executed on 06th day of March, 2024.

AND WHEREAS the said **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat – 2C** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** more or less, here-in-after called and referred to as the **SAID UNIT**.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs...../- (Rupees** **Only)** of the lawful money of the Union of India well and truly paid by the Purchasers to the Developers (receipt whereof the Developers do hereby as also the Memo of Consideration written herein below admit and acknowledge-and from the same and every part thereof hereby acquit, release and forever discharge the Purchasers and the property hereby sold and transferred the Vendors and the Developers do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendors and the Developers do hereby sell, grant, transfer unto the Purchasers in respect of **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat -** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** be the same a little more or less of the multi-storied Building commonly known as **“VINAYAK III”** (more fully and particularly described in the Second Schedule hereunder written) together with the undivided proportionate share of the land in the building (more fully and particularly-described in the First Schedule hereunder written) and also the undivided share in the staircase roof, landing, entrance and passage of the building in common with the other owners / occupiers of different flats/units/ Residential Flat in the said building for the purpose of beneficial use and enjoyment of the said Residential Flat including the uninterrupted and free access to and from the main Municipal Road AND other common areas and facilities morefully and particularly described in the Third Schedule hereunder written (hereinafter collectively referred to as the **SAID RESIDENTIAL FLAT OR HOWSOEVER OTHERWISE THE SAID RESIDENTIAL FLAT** now is or at any time or times hereto before was situated, butted bounded, called, known numbered described and distinguished **TOGETHER WITH** all fixtures, walls, sewers, drains, passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said Residential Flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion

or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, rights, title, interest, claims, use, inheritance, trust, property or demand whatsoever of the Developers do at law or in equity into and upon the said Residential Flat or any part thereof **TO HAVE AND TO HOLD** the said Residential Flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof **TOGETHER WITH** their and every of their respective rights manner and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, trusts, charges, liens, lispendens, attachments, acquisition and requisition by the Govt. or any Govt. Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said Residential Flat, if necessary at any time subject nevertheless to the easements and quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Residential Flat as mentioned in the Fifth Schedule hereunder written and excepting and reserving unto the Developers and the other owners and occupiers of other flats/Units/ Residential Flat in the said building such easements or quasi-easements and rights and privileges also subject to the Purchasers's covenant to bear and pay her proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flats/Units/ Residential Flat of the said building for maintenance of the flats/Units/ Residential Flat of the said building as mentioned in the Fourth Schedule hereunder written. The Third, Fourth & Fifth Schedule hereunder written shall cover the interests, easements, quasi-easements, exceptions reservations and privileges of the flats/Units/ Residential Flat owners / occupiers only. The Vendors and Developers hereby deliver khash possession of the Second Schedule Residential Flat to the Purchasers's this day and in evidence of transfer, the Vendors and Developers execute this Deed of Conveyance and registration in favour of Purchasers.

THE VENDORS & THE DEVELOPERS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

- a) That the said land / Residential Flat (hereinafter referred to as First & Second Schedules) and every part thereof are not attached in any

proceedings started by or at the instance of Estate duty, Income tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and/or be paid accordingly or department of or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate Duty Authority.

- b) That notwithstanding any act deed matter or thing by the Vendors & Developers or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors & Developers are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Residential Flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Vendors and the Developers have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said Residential Flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- c) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors and the Developers to the contrary the Vendors have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Residential Flat unto the Purchasers in the manner aforesaid.
- d) That it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the

said Residential Flat and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendors and the Developers or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Residential Flat from under through or in trust for the Vendors and the Developers and free from and forever discharge or otherwise and by and at the cost of the Developers well and sufficiently made harmless and indemnified of from and against all charges, liens, lispendences, attachments by the Vendors and the Developers or any person or persons lawfully or equitably claiming as aforesaid.

- e) That the Vendors and the Developers and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said Residential Flat from through under or in trust for the Vendors and the Developers and / or their predecessors in title or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of cause to be done made acknowledged and executed all such further and other acts, cause, things and assurances whatsoever for further, better and more perfectly assuring the said Residential Flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- f) The Purchasers shall be entitled to sale, transfer, mortgage, lease, rent, assign and / or deal with the said Residential Flat along with undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the First, Second and Third Schedule hereunder in such manner as the Purchasers shall think fit-and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the Vendors and the Developers who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.
- g) Such apartment / Flat/ Residential Flat owners, present or future shall be

entitled to as undivided interest in the common portion / parts / amenities / conveniences in the percentage expressed in the declaration and appurtenance to each Apartment / Flat / Residential Flat as per West Bengal Apartment Ownership Act, 1972.

- h) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- i) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.
- j) The Vendors and the Developers hereby declare that the above mentioned building / flat/ Residential Flat has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made there under and sold, conveyed assured and assigned accordingly and be submitted the flats/units/ Residential Flat U/S. 10 of the said Act / Rules.

THE PURCHASERS HEREBY AGREES AND COVENANTS WITH THE VENDORS AND THE DEVELOPERS AS FOLLOWS :-

- a) That the right of the Purchasers shall remain restricted to the said Residential Flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, second and third schedule hereunder roof right.
- b) Developers liable to complete, completion certificates (C.C)
- c) The Purchasers and other owners / occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association, pay proportionately the necessary taxes, revenue and maintenance charge of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.

- d) The cost of maintaining, replacing, repairing white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, rain water pipes, water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerages, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchasers and occupier thereof, shall be borne by the said Society, Association or Company.
- e) The Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.
- f) In the event of any Capital expenditure for repairs, maintenance etc. for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.
- g) The Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoings in respect of her Residential Flat in full.
- h) The Purchasers shall have the absolute right to mutate her name in the Local Municipal Office and B.L. & L.R.O. Office and pay the taxes of her respective portion to be separately assessed by the Authorities. So, long as such Residential Flat of the said building shall not be separately assessed for taxes the Purchasers shall pay to the Developers a proportionate share of the Municipal Taxes, Water Tax of any in respect of **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat -** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** be the same a little more or less of the multi-storied Building commonly known as **“VINAYAK III”** such apportionment shall be made by the Developers in consultation with the Purchasers on the basis of the area acquired by the Purchasers.
- i) The Developers shall appoint a caretaker to look after the building and its

common amenities till the building is handed over to the Association Society or Company or flat/unit/ Residential Flat owners of said Apartment. An amount is to be paid by a flat/unit/ Residential Flat owners per month to the Developers until the Association, Society or Company is formed, in order to look after the building and its common amenities.

- j) To permit the Developers and their authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the Purchasers to check / view and examine the state and condition of the said space and her convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain pipes, rain water pipes, electric cables and conditions. As per verbal discusses with Developers we are mutually agreed that you can and the specific clause regarding Car Parking Space in common area i.e. Back side of the building. We have no objection regarding this clause.
- k) Not to deposit, throw, accumulate any rubbish water, dirt, rage or other refuse in the staircase or any common parts of the building or premises or permit the same.
- l) To keep the internal portion of the said Residential Flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- m) Not to make any addition or alterations in structural work of the said Residential Flat except with the prior approval and sanction of the New Barrackpur Municipality or appropriate authority.
- n) Not to use stove or chulas in the stairs and other common portions and/or allow smoke to spread and go in common areas.
- o) Not to do any act, good or thing whereby the Vendors & Developers are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.
- p) To use in common with other occupiers and owners of other flats/units/ Residential Flat of the building, the common areas and facilities as described in the Third Schedule hereinafter written.
- q) Previous due any Tax or charges paid by the Developers before Registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The description of the property)

ALL THAT piece and parcel of land with all easement rights, lying and situated within the District of North 24 Parganas, within the Local Limit of Madhyamgram Municipality, Ward No.27, having its Holding No.220, Sahara Sukanta Nagar, within the Police Station -Airport, under B.L. & L.R.O. Barasat II, A.D.S.R. - Bidhannagar, Mouza - Sahara, J.L. No.46, Touzi No.-146, Re. Su. No.3 comprised in R.S. Khatian No. 207 in L.R. Khatian Nos.1335, 533, 827, 2142, 2235, 1126 comprised and contain in R.S. Dag No. 80 corresponding to L. R. Dag No. 246, land measuring 4 [Four] Katha 13 [Thirteen] Chittacks 32 [Thirty two] Square feet be the same a little more or less. The Property is abutted and bounded by:

ON THE NORTH : Property of Panchu Gopal Dalal

ON THE SOUTH : 20 feet wide Municipal Road

ON THE EAST : Property of Madhusudan Dutta & Raju Shaw

ON THE WEST : Property of Bhaskar Nandi

THIS SECOND SCHEDULE ABOVE REFERRED TO

(Said Flat and Amenities)

ALL THAT one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat – 2C** measuring with Covered Area 812 square feet corresponding to Super Built-up area of **1015 Square Feet** be the same a little more or less of the said building together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, which to be construct on the premises mentioned in the First Schedule hereinafter written **AND** delineated in Map or Plan annexed hereto. The said Flat is butted and bounded as follows:

ON THE NORTH : Open to sky.

ON THE SOUTH : Lift & Stair.

ON THE EAST : Open to sky.

ON THE WEST : Flat No. 2B.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

1. The foundation, columns, beams, supports, corridors, lobbies, Staircase, landings on all the floors, entrances, exits and roof.
2. Common passage on the ground floor
3. Water pump, water tanks, the water pipes and other common passage, plumbing installations
4. Electric wiring and meter
5. Drainage and sewers
6. Boundary wall and main gates
7. Such other common parts, equipments, installations fixtures, fittings and space in or about the said building as are necessary for use and occupation of the flat/unit in common and as are specified by the Developer expressly to be the common parts after construction of the building but the Purchasers have the proportionate rights, title and interest on the final roof of the building.

It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the building will also be part of common portion for the co-owner of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. All costs of maintenance operating replacing washing painting re-building re-construction, decoration re-decorating and lighting the common parts and also the walls on the building.

2. The salaries of the entire person employed for the said purpose.
3. Insurance premium for insurance of the building against earthquake, fire lighting mob violence, civil commotion and damage etc. if required.
4. Corporate taxes, multi storied building tax and other outgoings save those separately assessed on the respective flats/units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges for maintenance and for watch and ward staff.
7. All litigation expenses for protecting the title of the land with building.
8. The expenses incurred for maintaining the office for common expenses.
9. All expenses mentioned as above shall be proportionate borne by the co Purchasers on and from the date of taking charges and occupation of their respective units.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS AND QUASI EASEMENTS)

1. The Purchasers shall be entitled to all rights, privileges vertical and lateral, easements, quasi easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat together with usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereafter and hereinbefore more fully specified.
2. The right of access in common with the other occupiers and/or the owners of the said building at all times and for all normal purposes connected with the use and enjoyment of the path way staircase leading to their respective flats/Units. The Purchasers shall allow the other flat/Unit owners into their flat/Unit for the purpose of repairing of the adjoining flat/Unit.

3. The right of protecting the said flat/Unit by or from all parts of the building so far as they now protect the same but they should take care from the damage of the building.
4. The right of passage in common as aforesaid electricity water and soil from all to the said Unit through pipes drains wires and conduits lying or being in under through or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the Said Unit for all purposes whatsoever.
5. The right of common passage in all the common portions.
6. The right of passage utilization including connection for telephone, television, pipe, cables, conducts etc. in each and every part of the building including the said Unit.

Such other rights, supports, easements and appurtenances as are usually held, used occupied and/or enjoyed as part and parcel of the said flat.

Ten fingers impression of the Vendors/Developers and the Purchasers are enclosed herewith.

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

SIGNED, SEALED & DELIVERED
in the presence of :—

WITNESSES:

1.

**(Signature of Owners/Vendors)
by their constituted attorney**

2.

Drafted by-

(Signature of the Developers)

Advocate
District Judges' Court Barasat
North 24 Parganas
Enrolment No.

(Signature of the Purchasers)

Composed by –

S. Biswas,
Barasat Court

MEMO OF CONSIDERATION

RECEIVED with thanks from the abovementioned Purchasers a sum of **Rs...../- (Rupees Only)** towards the total consideration of the Residential Flat together with proportionate undivided interest or share of the land along with all proportionate rights on all common areas and facilities mentioned in the Second Schedule hereinbefore as per Memo given below :-

Date	Name of Bank	Mode of Payment	Amount (Rs.)
TOTAL			Rs...../-
(Rupees Only)			

WITNESSES:

1.

2.

(Signature of the Developers)

VINAYAK DEVELOPERS

Satyajit Ghosh
Partner