

THIS DEED OF CONVEYANCE is made on this TH Day
of November Two Thousand and Nineteen

BETWEEN

ROYALVISION CONSTRUCTION PVT.LTD (having PAN- AAGCR5126H). a private Ltd. Company having its Registered office at 7A, Bentick Street, 1st Floor, Room No-103, P.O. Hare Street, P.S - Hare Street ,Kolkata-700001 represented by its Directors and Authorized Signatory namely **(1) SRI. SIDDARTHA GUPTA (having PAN-ADTPG6034E)** s/o SUBHAS CHANDRA GUPTA by occupation Service, by faith - Hindu, by nationality Indian, residing at 10 Swami Vivekananda Road, Flat No-5D, near Diamond City North, Nager Bazar P.S – South Dumdum, Kolkata- 700074 and **(2) SMT. VINITA AGARWAL (having PAN- ADKPA9449A)** w/o Sri. Vishnu Agarwal, by faith Hindu, by occupation- Business ,by Nationality -Indian, residing at 33,Rash Behari Avenue, P.O. Kalighat, P.S.Tollygunge, Kolkata-700026 herein after called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors -in-office, executors, administrators, legal representatives attornies and assigns) of the **ONE PART** as **Land Owners.**

AND

ESSQUARE PROJECTS (having PAN –AACFE9709L) a registered Partnership firm having Its place of business at 12, Russa Road (East) 2nd Lane presently known as Chinmoy Chattopadhyay Sarani, 1st floor, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, being represented by its Partners **1) SMT. SHIKHA MODANI (having PAN-AEJPM1038D)** w/o Sri Sanjay Modani, by faith Hindu, by occupation-Business, by Nationality-Indian, residing at 137,S.P Mukherjee Road, Flat No-3D, Kolkata- 700026. District South 24 Parganas. **(2) SRI ABHIJIT BHATTACHARJEE (having PAN-AHYPB3591N)** s/o Late Krishna Kamal Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, Residing at Pitama House, Pratapgarh, P.O. Narendrapur, P.S. Sonarpur, Kolkata 700103, District South 24 Parganas herein after called and referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership firm, its Partners for the time being, their respective heirs ,executors administrators representatives and assigns) of the **OTHER PART** as **Developers and Vendors.**

AND

(1)XXXXXXXX (PAN NO.....), hereinafter referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators, successors, nominees and/or assigns) of the **THIRD PART.**

WHEREAS :

WHEREAS one Prakash Chandra Bhattacharjee s/o Late Kunja Bihari Bhattacharjee and Ajit Kumar Chattopadhyay s/o Late Durga Charan Chattopadhyay were the joint owners of some landed property measuring an area of 10(Ten) decimal with trees standing thereon etc. situated in Mouza- Manikpur, Touzi-412, Pargana-Magura, Revenue Survey No-226, J.L No-77, R.S. DaG No-182/701 Under R.S.Khatian-178, Police Station-Sonarapur, District- South 24 Parganas.

AND WHEREAS said Prakash Chandra Bhattacharjee and Ajit Kumar Chattopadhyay jointly sold, transferred, conveyed, assigned and granted their entire property measuring 10(Ten) decimals to one Sri Anil Kumar Chattopadhyay and Birendra Nath Chattopadhyay by virtue of a Sale Deed dated 24th April, 1962 which was registered in the office of District Registrar, 24 Parganas and recorded in Book No-1, Volume No-20, Pages from 168 to 173 Being No-1683 for the year 1982, comprising in R.S. Dag No-182/701, under R.S. Khatian No- 178 of said Mouza-Manikpur.

AND WHEREAS one Mrinalini Devi being the owner had given patta in favour of one Laxmi Narayan Das on 24/07/1941 in respect of land within Dag No-182 admeasuring 83(Eighty Three) decimals more or less situated at Mouza-Manikpur and while enjoying and occupying the aforesaid land and property said Laxmi Narayan Das gifted the aforesaid land and property in favour of one Bholanath Das on 30/11/1964 and while enjoying and occupying the aforesaid land and property said Bholanath Das died intestate leaving behind his wife Radha Rani Das, two sons namely Anil Kumar Das and Sunil Kumar Das and four daughters namely Parul Bala Das , Nihar Bala Kayal, Kanan Bala Das and Shankari Das. Thereafter said Sunil Kumar Das sold his undivided share of land in favour of his elder brother Anil Kumar Das on 21/06/1967. The undivided share of Radha Rani Das devolves in favour of her sons and daughters after her death. And said Nihar Bala Kayal and Kanan Bala Das sold their inherited entire portion in favour of their elder brother, Sri Anil Kumar Das on 13/08/1968. Thus Sri Anil Kumar Das, Sri Sunil Kumar Das, Smt. Sankari Das and Smt. Parul Bala Das became the joint owner of land admeasuring 83 (Eighty Three) decimals more or less within Dag No-182 at Mouza-Manikpur, J.L No—77, Pargana Magura, R.S No-226, Touzi-412.

AND WHEREAS Anil Kumar Chattopadhyay and Birendra Nath Chattopadhyay jointly further purchased 4 (Four) Cottah 10(Ten) Chittak land out of above referred 83 (Eighty Three) Decimals land situated in Mouza-Manikpur, Touzi-No-412, Pargana-Magura, R.S No- 226, J.L No-77, R.S. Dag No-182, under R.S. Khatian No-178, Police Station-Sonarapur, District - South 24 Parganas from the above said Sri Anil Kumar Das, Sri Sunil Kumar Das, Smt Sankari Das and Smt Parul Bala

Das by virtue of sale deed dated 14th October 1974, which was also registered in the office of the D.R Alipore, 24 Parganas and recorded in Book No-1, Volume No-180, Pages From 274to 280, Being Deed No-7231 for the year 1974.

AND WHEREAS after purchasing the same by way of two Sale Deeds said Anil Kumar Chattopadhyay and Birendra Nath Chattopadhyay jointly seized and possessed of the total land measuring 10(Ten) Cottah 10(Ten) Chittak more or less. On 10/02/1983 said Birendra Nath Chattopadhyay died intestate leaving behind surviving his wife Jayanti Chatterjee, three sons namely Alope Kumar Chatterjee, Asim Kumar Chatterjee and Arup Kumar Chatterjee and one daughter Ratna Banerjee as his legal heirs and representatives and the undivided half share of the said property left by the deceased Birendra Nath Chattopdhyay devolved upon them in equal share according to Hindu Succession Law.

AND WHEREAS said Anil Kumar Chattopdhyay also died intestate on 24/10/1988 leaving behind surviving his wife Basanti Chatterjee one son Ashoke Kumar Chatterjee and one daughter Smt. Anjali Mukherjee as his legal heirs and representatives and the undivided half share of the said property left by the deceased devolved upon them in equal share according to Hindu Succession Law.

AND WHEREAS said Jayanti Chatterjee, Alok Kumar Chatterjee, Arup Kumar Chatterjee jointly executed a Power of Attorney in favour of Asim Kumar Chatterjee which was registered in the office of ADSR Alipore District South 24 Parganas and recorded in Book No- IV, Being Power No-294 for the year 1994 to look after sale etc. in respect of their share of the said property.

AND WHEREAS Ratna Banerjee gifted her undivided 1/5th share of the 50% of the said property in favour of her three brothers namely Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee by and under a Deed of Gift dated 14/11/2003 which was registered in the office of District Sub Registrar -IV Alipore South 24 Parganas and recorded in Book No-1, Volume No-31, Pages from 1171 to 1183 being Gift Deed No-5110 for the year 2004.

AND WHEREAS Jayanti Chatterjee also gifted her undivided 1/5th share of the 50% of the said property in favour of her three sons namely Alope Kumar Chatterjee ,Arup Kumar Chatterjee and Asim Kumar Chatterjee by and under a Deed of Gift dated 14/11/2003 which was registered in the office of District Sub-Registrar -IV Alipore, South 24 parganas and recorded in the Book no-1, Volume No-31, Pages From 1184 to 1196 Being Gift Deed No-5111 for the year 2004.

AND WHEREAS by and under the said Deed of Gift from Smt. Jayanti Chatterjee and Smt. Ratna Banerjee in favour of their sons and brothers the said Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee became the joint owners of the said undivided half share of the entire property.

AND WHEREAS said Basanti Chatterjee, wife of Late Anil Kumar Chattopadhyay executed a deed of Gift in respect of her undivided 1/3rd share of the 50% of the said property in favour of her son namely Ashoke Kumar Chatterjee by and under a Deed of Gift which was registered in the office of DSR-IV, Alipore, District 24 Parganas (S) and recorded in Book No-1, Being Deed of Gift Deed No-4266 for the year 2006.

AND WHEREAS subsequently on 10th April 2006 Anjali Mukherjee also executed a Deed of Gift in respect of her undivided 1/3rd share of the 50% of the said property in favour of her brother namely Ashoke Kumar Chatterjee which was registered in the office of DSR-I, Alipore, South 24 Parganas and recorded in Book No—1, being Gift Deed No-4964 for the year 2006.

AND WHEREAS by and under the aforesaid two separate Deed of Gift, said Ashoke Kumar Chatterjee became an absolute owner of undivided 50% of share of the entire property.

AND WHEREAS due to some financial needs the aforesaid Ashoke Kumar Chatterjee, Alope Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee jointly sold, transferred and conveyed the said land measuring 10 (Ten) cottah 10(Ten) Chittak by the same a little more or less within Mouza-Manikpur, Touzi- No-412, Parganas Magura, R.S. No-226, J.L No-77, R.S. Dag No.182 and 182/701 under R.S. Khatian No. 178, P.S Sonarpur, Dist- South 24 Parganas, West Bengal, to or in favour of B.S Construction a Proprietorship Firm having its office at 36/D Bikramgarh, P.S-Jadavpur, Kolkata-700032 being represented by its Proprietor Sri Bapi Saha son of Nibas Chandra Saha by Occupation Business, P.S Jadavpur, Kolkata 700032 for the valuable consideration as mentioned therein and the said Deed Of Sale dated 13th December 2006 executed at the office of Additional District Sub Registrar Sonarpur, South 24 Parganas and recorded in book no-I, Volume No. 40, Pages No.27-40, Being Sale Deed No-1969 of 2007.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance said B.S Construction a Proprietorship Firm having its office at 36/D Bikramgarh, P.S-Jadavpur, Kolkata-700032 being represented by its proprietor Sri Bapi Saha son of Nibas Chandra Saha by Occupation - Business residing at 36/D Bikramgarh P.S. Jadavpur, Kolkata-700032 became the sole and absolute owner and seized and possessed of and/or otherwise sufficiently entitled to the aforesaid land which is free from all encumbrances.

AND WHEREAS being thus in possession of the aforesaid property the said B.S Construction a proprietorship firm having its office at 36/D Bikramgarh, P.S-Jadavpur, Kolkata-700032, for urgent money declared for absolute sale of the said land (Bastu in L.R Record) measuring 10(Ten) Cottah 10(Ten) Chittak be the same a little more or less and 1. Manoj Kumar Kothari and 2. Pratik Agarwal as the Purchasers by virtue of a Registered Deed of Conveyance dated 18/12/2012 registered in the Office of ADSR Sonarpur, Vide Book No. 1, Volume 25, Pages

No. 5261 to 5277, Deed No. 9755 of 2012 the previous Owner B.S Construction a Proprietorship Firm being represented by its Proprietor Sri Bapi Saha son of Sri Nibas Chandra Saha sold, transferred conveyed, assigned and granted a plot of land measuring 10(Ten) Cottah 10(Ten) Chittak together with one tile shed structure measuring an area of 100(Hundred) Sq.ft. situated in Mouza Manikpur, Touzi No. 412 Parganas Magura, R.S No- 226, J.L No. 77, R.S.Dag No-182 and 182/701 under R.S. Khatian No-178, P.S. Sonarpur, Dist- South 24 parganas, the local limits of Rajpur Sonarpur Municipality Ward No-23, Holding No-345 Subhas Block, within P.S Sonarpur, in favour of 1. Manoj Kumar Kothari and 2. Pratik Agarwal .

AND WHEREAS after purchase the said property they have erected a boundary wall in their Holding at their cost and they have been enjoying their purchased land without any interruption and hindrances since purchase.

AND WHEREAS due to some financial needs the aforesaid 1) Manoj Kumar Kothari and 2. Pratik Agarwal sold their land measuring 10(Ten) Cottah 10(Ten) Chittak together with one tile shed structure measuring an area of 100 (Hundred) Sq.Ft situated in Mouza- Manikpur, Touzi- No-412 Parganas Magura, R.S. No-226, J.L.No-77, R.S.Dag No-182 and 182/701 under R.S. Khatian No-178, P.S. Sonarpur, Dist-South 24 Parganas. The local limits of Rajpur Sonarpur Municipality, Ward No-23 Holding No-345, Subhas Block, within P.S. Sonarpur by virtue of a Deed of Conveyance Dated 04 june 2013 duly registered at DSR-IV, Alipore Vide Book No-1, Volume No-25, Pages-233 to 250 Being No-04526 of 2013 in favour of **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** a Private Ltd. Company its Registered Office at 7A, Bentiick Street 1st Floor, Room No-103 ,P.S. - Hare Street, Kolkata-700001 represented by its Directors namely (1) MR. RAJENDRA KUMAR AGARWAL s/o Late Ram Gopal Agarwal, by Occupation -Business, By Faith -Hindu, By Nationality Indian residing at South City residency, CEDER ,Tower -4, Flat No-33A, 375 Prince Anwar Shah Road, P.S.-Jadavpur, Kolkata- 700068 and (2) MRS. VINITA AGARWAL w/o Mr. Vishnu Agarwal, By Faith Hindu, By Occupation- Business,By Nationality -Indian, residing at 33, Rash Behari Avenue Kolkata- 700026.

ROYALVISION CONSTRUCTIONS PRIVATE LIMITED a Private Ltd. Company its Registered Office at 7A, Bentiick Street 1st Floor, Room No-103 ,P.S. - Hare Street, Kolkata-700001 represented by its Directors and Authorized Signatory namely (1) MR. RAJENDRA KUMAR AGARWAL s/o Late Ram Gopal Agarwal, by Occupation -Business, By Faith -Hindu, By Nationality Indian residing at South City residency, CEDER ,Tower -4, Flat No-33A, 375 Prince Anwar Shah Road, P.S.-Jadavpur, Kolkata- 700068 and (2) MRS. VINITA AGARWAL w/o Mr. Vishnu Agarwal, by Faith Hindu, by Occupation- Business, by Nationality Indian, residing at 33, Rash Behari Avenue Kolkata- 700026 became the sole and absolute owner and seized and possessed of and/or otherwise sufficiently entitled to the aforesaid land which is free from all encumbrances.

AND WHEREAS after purchase of the said property the Owners herein, i.e., said **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** a Private Ltd. Company its Registered Office at 7A, Bentiick Street 1st Floor, Room No-103 ,P.S. - Hare Street, Kolkata-700001 represented by its Directors and Authorized Signatory namely (1) MR. RAJENDRA KUMAR AGARWAL s/o Late Ram Gopal Agarwal, by Occupation -Business, By Faith -Hindu, By Nationality Indian residing at South City residency, CEDER ,Tower -4, Flat No-33A, 375 Prince Anwar Shah Road, P.S.-Jadavpur, Kolkata- 700068 and (2) MRS. VINITA AGARWAL w/o Mr. Vishnu Agarwal, by Faith Hindu, by Occupation- Business, by Nationality Indian, residing at 33, Rash Behari Avenue Kolkata- 700026 mutated their names in respect thereof in the record of Rajpur Sonarpur Municipality and upon mutation vide Municipal certificate No.519889 dated 04.09.2017 the said Municipal Authority assessed the said property as Municipal Holding No.345, Subhash Block, word No.23 under the Police Station- Sonarpur, in the District of South 24 PARGANAS.

AND WHEREAS, with a view to develop the Schedule A property below through a reputed Developer; the Owner is in search of a Developer and upon hearing the same; the Developer hereinabove have agreed to develop and/or construct a multi-storied building in the Schedule A property mentioned below, as per the sanction plan, sanctioned by the Rajpur Sonarpur Municipality at their own cost and accord and the Owner herein has agreed with the proposal of the Developer hereinabove.

AND WHEREAS, through a resolution MR. RAJENDRA KUMAR AGARWAL resigned as Director of **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** and SRI. SIDDARTHA GUPTA was appointed as Director of the above company to sign and ratify all the documents being executed by the above company as Land Owner.

AND WHEREAS, the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Land Owner and agreed to develop the Schedule A property and to erect building thereon in terms of the sanctioned building plan at their own costs, expenses and efforts and in pursuance of the above, the parties herein have entered into this Agreement in between them.

AND WHEREAS, both the parties herein have negotiated between themselves regarding terms and conditions on which the same development work can be made and have accepted and agreed to enter into this agreement under the following terms and conditions for the same.

AND WHEREAS, the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan to be obtained from the concerned Municipality.

- A) The Purchasers being interested to purchase a flat being Flat NoXXX., situated on the X floor, measuring about XXX Sq.ft. (super built-up area) consisting of XX bed rooms, XX dining cum drawing, XX bath cum privies, XX kitchen together with XX open car parking space & XX covered car parking space on the ground floor beneath the building being parking no together with proportionate variable share of land corresponding thereto being Municipal holding No.345, Subhas Block, Ward No.23 of Rajpur-Sonarpur Municipality, District-South 24-Parganas (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “said Flat and Car Parking space” approached the Vendor and accordingly, the Vendor agreed to allocate and/or transfer the said flat and car parking space at or for a total consideration of Rs. XXXX(XXXX) free from all encumbrances, charges, liens, attachments, whatsoever, subject to the terms and conditions as contained hereinafter.
- B) Pursuance to the said arrangement, the Owners and Developers entered into an Agreement for Sale with the Purchasers on XXXX for sale of the aforesaid flat and with XX covered car parking space on the ground floor together with proportionate variable share of land corresponding thereto being Municipal holding No.345, Subhas Block, Ward No.23 of Rajpur-Sonarpur Municipality, District-South 24-Parganas.

NOW THIS INDENTURE WITNESSETH that in pursuance to the said Agreement for Sale dated XXX and in consideration of a sum of Rs. XXX plus GST (XXXXX) paid by the Purchasers to the Vendor at or before execution of these presents the receipt whereof the Vendor doth hereby acknowledge to have received the same and every part thereof as per the Memo given below, the Vendor doth hereby grant, sale, convey, transfer, assign and assure, whatsoever and conclude release, discharge and assign unto and in favour of the Purchasers, their heirs,

executors, administrators, legal representatives and /or assigns and every one of them free from all encumbrances, charges, liens, whatsoever, **ALL THAT** one self contained flat being Flat No. **XXX**, situated on the **XX** floor, measuring about **XXX**. (super built-up area) consisting of **XX** bed rooms, **X** dining cum drawing, **XX** bath cum privies, **XX** kitchen together with **XX** open **one covered car parking space on the ground floor** TOGETHER WITH proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being Municipal holding No.345, Subhas Block, Ward No.23 of Rajpur-Sonarpur Municipality, District-South 24-Parganas (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “said flat and open **XX covered car parking space on the ground floor** TOGETHER WITH proportionate right, title and interest in common areas and portions and common parts comprised in the said building and also the right of free ingress in and egress out from the said flat situated on the **XX** floor at the aforesaid premises without any obstruction of whatsoever and howsoever TOGETHER WITH all other easement and / or amenities and/ or facilities inclusive of overhead tank, water storage, underground reservoir, the pipes attached thereto together with internal and external wall in all internal partition walls of rooms free from all encumbrances, charges, liens, attachments, whatsoever, together with the right of use of passage leading from the main road up to the **XX**Floor and other common portions and/or common amenities jointly with other co-owners AND the Vendor doth hereby further covenant with the Purchasers that the Purchasers shall quietly and peacefully hold, possess, occupy and enjoy the said self contained flat and **XX covered car parking space on the ground floor** level without any let, hindrance, denial, demand, interruption or eviction or claim or demand by Vendor or any other person or persons lawfully or equitably claiming through Vendor or in trust for the Vendor or HOWSOEVER OTHERWISE the said flat and **XXX covered car parking space on the ground floor** or any part thereof now are or is or at any point of time hereto before wherever was situated and butted and bounded, reputed, called, known, numbered, described or distinguished together with all and singular those

walls, yards, ways, compound, paths, passages, water, water courses, sewerage drain, trees, plants, advantages and ancient and other rights, lights, liberties, easement, profits, privileges, advantages, appendages and appurtenances, whatsoever, to the said flat belonging to or any way appertaining thereto or with the same or any part thereof now or at any time therefore usually held used occupied or enjoyed or reputed therewith or known as part and parcel thereof or be appertaining thereto AND ALSO the reversion or reversions remainder or reminders and the rents, issues and profits thereof and every part thereof WITH ALL DEEDS documents writing vouchers or other evidence of title relating to the said flat and **XX covered car parking space on the ground floor** or any part thereof and all estate, right, title and interest use inheritance property possession benefit claims and demand, whatsoever, both at law and in equity of the Vendor unto or upon or out of the said flat and **XXX covered car parking space on the ground floor** or any part thereof TO HAVE AND TO HOLD the said flat and **XX covered car parking space on the ground floor** and the impartible undivided share in the said land and building as fully described in the First Schedule hereinafter written and all the singular the flat hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenances and rights as aforesaid unto the Purchasers, with their rights, member and appurtenance unto and to the use and benefit of the Purchasers free from all encumbrances, charges, liens, claims and demands, whatsoever, absolutely and forever but subject to the obligation and stipulation as contained herein AND SUBJECT NEVERTHELESS to the payment by the Purchasers of their proportionate share of all taxes, rates, dues, maintenance, charges, assessment and duties, chargeable upon the same which may hereafter become payable in respect of the said flat and **XX covered car parking space on the ground floor** to the respective Statutory Authority or Authorities including the proportionate maintenance charges of the building AND THAT NOTWITHSTANDING any act, deed, matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by, from or through under or in trust for him made, done, commit or committed or intentionally suffered to the contrary they, the Vendor now is lawfully and as absolutely seized and possessed of

or otherwise well and sufficiently entitled to the said flat and **XX covered car parking space on the ground floor** Space TOGETHER WITH undivided proportionate share of land corresponding thereto hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing, whatsoever, as aforesaid the Vendor now has in itself good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said flat and **XX covered car parking space on the ground floor** hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and unto the use of the Purchasers absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments whatsoever, together with undivided proportionate share of land corresponding thereto hereby conveyed and assured and intended so to be and unto and unto the use of the Purchasers AND it shall be lawful for the Purchasers from time to time and at all times hereinafter peaceably and quietly possess or to enter upon and enjoy the said flat as described in the Second Schedule hereunder written for use and enjoyment of the same and to get the benefit and receive rent issues and profits thereof without any suit lawful eviction interruption claim and demand whatsoever for or by him, the Vendor or by any person or persons lawfully or equitably claiming through under or in trust for him AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or its successor or successors in office and/or assigns and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manner or forms and other estate, right, title, interest, claim, including any statutory liability like MUNICIPAL tax maintenance charges or any demand, whatsoever, created made excluded occasioned or suffered by them or any of their predecessor in title or any person or persons lawfully or equitably or rightfully claiming by, from or in trust for him. AND FURTHER the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever from, under or in trust for them shall and will from time to time and at all times hereafter at the request and cost of

the Purchasers make, do, acknowledge and execute or acknowledge and cause and procured to be made, done, do execute all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said flat and open car parking space to the Purchasers as may be reasonably required for better and perfectly assuring the said Flat and **XX covered car parking space on the ground floor** as fully described in the Second Schedule written and every part thereof unto and to the Purchasers in the manner aforesaid. AND THAT the purchasers' undivided variable proportionate interest in the soil as fully described in the Schedule Second hereunder written shall remain joint for all times with other co-owners who may hereafter or hereto before acquire have acquired right, title, interest in respect of the said land and other units and it is hereby declared that such interest in the said land is impartible. HOWEVER THAT the Purchasers shall not have any claim or right of any nature in other units of the said building AND THAT the Purchasers shall maintain at their own cost the said flat in the same good condition and state under which the same is delivered to them and shall abide by all laws, bye laws, rules, regulations of both the Government, Statutory Bodies and shall attend, ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations and shall observe and perform all the terms and conditions or laws or rules and regulations herein contained AND THAT the Purchasers shall not do or cause to be done any act, deed or thing whereby any of the drain, sewerage, pipeline, may be affected nor shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase nor store therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act, deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building put in any way prejudicially affected or vitiated. provided however the Purchaser have common right with other flat owners in respect of the ultimate roof. AND THAT the Vendor or its successor or successors in office and/or assigns shall at all times herein indemnify or keep indemnified the Purchasers or their heirs, executors, administrators, legal representatives, if any, defect in the title of the Vendor or any statutory claims or demand including

MUNICIPAL and maintenance charges in respect of the said unit up to the date of execution of this Deed or any breach of the covenant herein contained AND FURTHER the Purchasers shall have the following rights :

- i) The Purchasers shall use electricity meant for their flat and shall pay the electricity bills to CESC Limited or to the Society as the case may be till they obtain their meter in their own name and that for obtaining new meter the Vendor shall issue necessary letter as necessary to the Purchasers as well as to Authority concerned. The Purchasers shall take separate Electric Meter in their own name at their own cost at an early date, if not already obtained AND FURTHER the Purchasers shall be liable for the payment of proportionate municipal taxes and other statutory outgoings as may be found due and payable to be assessed by the MUNICIPAL AUTHORITY until apportionment of municipal tax in respect of the aforesaid unit in the record of the Municipality.
- ii) The Purchasers shall enjoy the supply of Municipal Water jointly with the other co-owners from the underground reservoir in the Ground Floor through the overhead tank installed at the roof, lifted through common electric pump and motor. And the Purchasers shall pay mutually proportionate agreed charges, which shall in all cases be in conformity with Electricity Bill for lifting such water through Pump from underground reservoir to overhead tank to the Association. The Purchasers, in case of any difficulty, shall have the right or liberty to approach the Association and the Association shall take necessary steps at the earliest to remove any complaint about water supply and ensure that normal water supply is restored to the such complaints' portion provided such supply is not disturbed, stopped by the Municipality and such other Statutory Authority at their own work.
- iii) The Purchasers shall have common right, title and interest in respect of the outside wall of the building and cannot erect any construction either within

or outside the flat/unit save and except repairing with prior approval of the Association, if such Association is formed.

- iv) The Purchasers shall be able to have telephone connection, cable connection or any or all types of satellite antennae connection if not already taken or for additional lines at their own costs, without any objection and the Vendor hereby grant her consent to the same.
- v) The coloring of the inside wall of the unit in each side can be done separately by the Purchasers. The colour of the outside wall in the entire building i.e. of all the flat Owners and Occupants should be the same.
- vi) It is further clarified that none of the Flat Owners including Purchasers shall not keep and store any inflammable Article in the premises except for domestic use.
- vii) Also it is clarified that the said flat will be used for residential purpose only. In future to whomever the Purchaser sells the said flat he and / or she shall use the same for residential purpose only.
- viii) The sewerage system and other common user system shall continue as at present, and the Association or their men or masons shall have right to repair the same by entering into other co-owner / occupier's flat and /or portion of the building, during reasonable time, after giving reasonable notice to other Flat Owners and obtaining permission in writing.
- ix) The overhead tank for supply of water to the respective flats in the aforesaid building is situated on the roof and as such the Purchasers and other co-owners of the respective Units shall have the right of access to the said roof for the purpose of verifying and/or checking and/or repairing and/or maintenance the supply system of the overhead tank and also shall be liable

for incurring the expenses proportionately for repairing of the said roof where the overhead tank is situated jointly with other co-owners.

AND FURTHER the Purchasers shall have to fulfill the following obligations :

- a) That save and except the aforesaid flat with **XX covered car parking space on the ground floor** the Purchasers shall not have any right in respect of the other areas in the aforesaid building and save and except the right of ingress and egress through the main entrance and the right of other easements attached to the aforesaid flat the Purchasers shall not claim any right in respect of any other portion of the building and the Vendor shall not claim any right in respect of the said flat agreed to be sold nor shall create any disturbance to the ingress and egress thereto and on completion of sale, the Purchasers shall be entitled to deal with the same and the Vendor shall not raise any objection.
- b) That the Purchasers shall be liable to pay maintenance charges to the association towards actual incurred cost, which is, however, liable to be variable from time to time as may be decided in future by mutual arrangement and discussion amongst the unit owners of the building.
- c) That the Purchasers agreed to become a member of such Association and further agreed to abide by all the Rules and Regulations thereof.
- d) That in case of default on the part of the Purchasers for payment of the proportionate municipal taxes, other statutory out goings, maintenance charges within 7 days from the date of demand by the Association, the Purchasers shall, however, to pay with interest.
- e) That the Purchasers, however, shall not be entitled to make any construction and/or addition or alteration nor shall be entitled to make any structural

changes thereof, save and except coloring, plastering, flooring, etc. but shall not make any structural changes affecting the main wall of the building or shall not make any unauthorized construction thereof nor shall do any thing which might affect the front elevation of the building.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece or parcel of homestead land (Bastu in L.R record) measuring 10(ten) 10(Ten) Chittak be the same a little more or less together with one tile shed measuring an area of 100(one hundred sq.ft lying and situated at Mouza- Manikpur, Pargana Magura ,R.S No-226,District Collect orate Touzi- No-412,J.L No-77, under R.S Khatian-178, appertaining to L.R Dag and R.S Dag No-182 ,measuring land area of 4(Four) cottah 10 (Ten) chittak and R.S. Dag No-182/701 ,measuring land area of 6(Six) cottah within local limits of Rajpur-Sonarpur Municipality ,Ward No-23,Holding No-345,Subhas Block, within A.D.SR Office & P.S.- Sonarpur, District- South 24 Parganas. The property is butted and bounded as follows:-

ON THE NORTH : Property of Kali Charan Nath and Others
ON THE SOUTH : 20' Wide Municipal Road
ON THE EAST : Property of Kali Charan Nath and Baburam Nath
ON THE WEST : Property of Smt. Jayrani Nath .

SECOND SCHEDULE AS REFERRED TO ABOVE

ALL THAT one self contained flat being Flat No. **XX** situated on the **XX** floor, measuring about XX Sq.ft. (super built-up area) consisting of XX bed rooms, XX dining cum drawing, XX bath cum privies, XX kitchen together with proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being Municipal Holding No.345, Subhash Block, word No.23 under the Police Station- Sonarpur, in the District of South 24 PARGANAS.

ALL THAT XX covered car parking space on the ground floor as demarcated and detailed in the Annexure “B” attached hereto together with proportionate share of land corresponding thereto being Municipal Holding No.345, Subhash Block, word No.23 under the Police Station- Sonarpur, in the District of South 24 PARGANAS.

THIRD SCHEDULE AS REFERRED TO ABOVE

GENERAL COMMON ELEMENTS provided in the building - All appurtenances and facilities and other items which are not part of the Apartment Unit.

- i) All private driveways curbs, sidewalls on the ground floor of the said premises.
- ii) Public connections and meters and rooms for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services and located outside the complex.
- iii) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- iv) All other facilities or elements or any improvement outside the said apartment unit but upon the said building which is necessary for a convenient to the existence, management, operation, maintenance and safety of the building or normally, in common use.

FOURTH SCHEDULE ABOVE REFERRED TO (Exemption areas and/or common facilities)

- i) The foundation, column, beams, supports, boundary walls including walls, including outside walls of the said building, corridors, passages, stair cases, drive way entrance exit and the lobby of the building and all other common areas excepting covered/open car parking space.
- ii) Overhead water tanks, underground water reservoir and other common plumbing installation.
- iii) Water and sewerage evacuation pipes from the flats and other common areas to the drains and sewerage, drain and sewerage pipe from the building to the Municipality ducts.

- iv) The main gate of the building.
- v) Lift, shaft and lobby for the lift.
- vi) Electrical wirings, meters, fittings and fixtures for lighting the staircase, lobby passage, under ground and all other common areas.
- vii) That all such other parts, areas equipments, installation, fittings and fixtures, covered and open spaces in or about the said building as are necessary for occupancy of the building or part thereof and easement of necessity.

COMMON FACILITIES

1. Right of access and/or user of the common rights in inside the building including the right over the drive ways.
2. Paths, passages inside the building.
3. Lighting arrangement on the paths/roads and/or passages situated inside the building.

FIFTH SCHEDULE AS REFERRED TO ABOVE

(Common Obligations)

1. All costs of maintenance, including repairing, re-constructing, white washing, painting, etc of the outer walls and other surfaces including the roof of the building and other common areas etc as may be reasonably required.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
3. All charges and deposits for supplies of common utilities including Generator (if any).
4. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats.
5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
6. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building which may occur after the execution of this Deed.
7. Upon completion of the proposed building and upon delivery of possession of the respective flats to the respective owners the flat owners shall form an Association for fixing maintenance charges for proper maintenance of the building within 9 months from the date of possession.

SIXTH SCHEDULE AS REFERRED TO ABOVE

- 1) The Purchasers shall become a Member of the Owners' Association on its formation and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire building shall be done by "Vendor / Developer" until formation of Association and Purchasers shall pay all proportionate common expenses and other expenses, taxes and out goings in terms of the this Agreement.
- 2) The Purchasers shall keep the unit, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building.
- 3) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/ Terrace area in the building by :-
 - a) Closing the stairways, landings, passages and other common areas.
 - b) Not to default in payment of any taxes or levies to be shared by the other owners of the First Schedule property or common expenses for maintenance of the building.
 - c) Creating nuisance or annoyance or damages to other occupants and Owner by allowing pounding, running machinery and causing similar disturbances and noises.
 - d) Installing machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.

- e) By using the common, stair case, landing and other common areas either for storage or for use by servants at any time.
 - f) Using the apartment or portion thereof for the purpose other than for residential and also for any illegal or immoral purposes.
 - g) Not to throw any rubbish or used articles in Schedule Property other than in the Municipal Dustbin provided by the Municipality near the property.
- 4) The Purchasers shall maintain at Purchasers' own cost the said flat in good condition, state and order and shall abide by all the laws and regulations of the Government, Rajpur-Sonarpur Municipality and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution and registration of this sale deed and/ or handing over possession of the Second Schedule property whichever is earlier.
- 5) The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Apartment Building in common with the other Co-Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Co-Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association / Society to be formed by or among the Apartment Owners in the Building.
- 6) The Purchasers shall permit the Developer or other Co-owners, their agents with or without workmen at all reasonable times to enter into and upon the Apartment or any part thereof for the purpose of repairing, maintaining, re-

building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the flat or other common areas of the building or to the occupiers of such flat as the case may be who have defaulted in paying the share of the water, electricity and other charges. The Developer is not liable or answerable for payment of common expenses etc., stated in this Agreement any time for unsold areas.

- 7) The Purchasers shall pay to the Developer or Owners' Association as the case may be the following expenses in proportion to the Purchasers' share in First Schedule property.
- (a) Expenses of routine maintenance which includes white-washing, painting and other minor works and repairs.
 - (b) Common expenses for maintenance of pump sets and other machineries, sanitary and electrical connections in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places, expenses for maintenance of the building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the watchman, security guards, plumber, electricians, gardeners, pumps, lifts and generator operators etc.

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

SIGNED SEALED AND DELIVERED BY THE
VENDOR AT KOLKATA IN PRESENCE OF :

1.

(VENDOR)

2.

SIGNED SEALED AND DELIVERED BY THE
PURCHASERS AT KOLKATA IN PRESENCE OF :

1.

(XXXXXXXXXXXX & OTHERS)

(PURCHASERS)

Drafted by

Advocate

MEMO OF CONSIDERATION

Received a sum of **XXXXX**/= plus Service Tax (**XXXXXXXX**) from the above named Purchasers as and by way of full consideration money as per memo given below:

1. By account payee Cheque No.XXXX dated XXXX Drawn xxxx Bank, **Branch**, Kolkata amounting to Rs.XXXX/-

2. By account payee Cheque No.XXXX dated XXXX Drawn xxxx Bank **Branch**, Kolkata amounting to Rs.XXXX/-

3. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX

4. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX

5. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX

(Rupees.....only)

Witnesses:

- 1.

- 2.

(VENDOR)

DATED THIS XXDAY OF XXXX 20...

BETWEEN

M/S. ALMOUR CONSTRUCTION
VENDOR/DEVELOPER
AND

SRI XXXXX & OTHERS.

.... PURCHASERS

SALE DEED

**Re: Municipality ,Ward No-23,Holding No-
345,Subhas Block, within A.D.SR Office &
P.S.- Sonarpur, District- South 24 Parganas.**

ADVOCATE
XXXXXXXX