

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the day of,
Two Thousand and **Twenty Three (2023)**

BETWEEN

SRI PRABIR PAUL, son of Late Santi Ranjan Paul, residing at 248D, B. B. Chatterjee Road, P.O. Kasba, Police Station - Kasba, Kolkata – 700 042, hereinafter collectively called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors, office-in-interest and/or assigns etc.) of the **FRIST PART**. The Vendors herein are represented by their Constituted Attorney **M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD.**, (PAN-AABCO 1239M) a company incorporated under the Companies Act, 1956, having its office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata-700 042, represented by its one of the Director namely, **SRI PRABIR PAUL**, (PAN:AFQPP2907Q), son of Sri Santi Ranjan Paul, by faith -Hindu, by occupation-Business, residing at 783, Anandapur, Urbana Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata-700107, by virtue of registered Development Agreement alongwith Development Power of Attorney dated 11.02.2022, registered at DSR IV, Alipore recorded in Book No. I, Volume No.1603-2022, at Pages 81045 to 81092, Deed No. 160302329 for the year 2022.

AND

..... hereinafter jointly called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

AND

M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD., (PAN-AABCO 1239M) a company incorporated under the Companies Act, 1956, having its office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata-700 042, represented by its one of the Director namely, **SRI PRABIR PAUL**, (PAN:AFQPP2907Q), son of Sri Santi Ranjan Paul, by faith -Hindu, by occupation-Business, residing at 783, Anandapur, Urbana Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata-700107, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**;

Oiendrila Promoters & Developers Pvt. Ltd.


Director

WHEREAS by virtue of the Final Decree of the Partition Suit, being T.S. No. 16 of 1941 vide order No. 546 on 04.06.1971 passed in the court of Learned 3rd Sub-Judge, At Alipore one Reba Sarkar, daughter of Late Monindra Nath Mondal acquired the right title and interest of a demarcated plot of land measuring more or less 02 (Two) Bighas 17 (Seventeen) Cottahs situated in Mouza- Nayabad, J.L. No.25, comprising in R.S. Dag Nos. 196, 198, 199, 200 and 201 and name of the said Monindra Nath Mondal was recorded and published in the R.S. Record of Right during Revisional Settlement Operation in respect of his demarcated portion i.e. 29 (Twenty nine) Bighas marked in the Partition Plan as 'MA' measuring land area 20 Bighas and also marked as 'DA' measuring land of 9 (Nine) Bighas obtained from the Partition suit and said Smt. Reba Sarkar obtained the demarcated land area 2 (Two) Bighas 17 (Seventeen) Cottahs from 'MA' marked property as one of the situated party of the said Partition Suit.

AND WHEREAS while in possessing and occupying over the same, on 15.09.1982, registered at District Sub-Registrar at Alipore and entered in Book No.1, Volume No. 330, Page4 No. 249 to 259, Deed No. 12694 for the year 1982, said Reba Sarkar sold, transferred and conveyed a demarcated portion of the said land measuring more or less 2 (Two) Bighas out of said 2 Bighas 17 Cottahs, situated at Mouza - Nayabad, J.L. No.25, R.S. No.3, Pargana - Khaspur, comprising in C.S. Dag No. 102, appertaining to R.S. Dag Nos. 196, 198, 199, 200 and 201, under R.S. Khatian No.s1, 129, 130, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, in favour of Sri Sunil Kumar Roy, son of Sri Suresh Kumar Roy of 164, Santoshpur Avenue, Police Station- Kasba, Kolkata- 700 75 and in the said Deed of Conveyance confirmed by the Confirming Party as therein mentioned namely (1) Sri Somnath Mondal, son of Late Monindra Nath Mondal, of 55A, Tollygunge Road, Kolkata, (2) Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, of 20, Shibaji Road, Kolkata – 700032, (3) Smt. Esha Dey, wife of Sri Monindra Chandra Dey, of Japur, Kolkata – 700030 and

(4) Smt. Rekha Majumder, wife of Sri Arabinda Majumder, of Panchpota, P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale executed dated 19.12.1983, registered dated 13.02.1984 at District Sub-Registrar, at Alipore and recorded into Book No.1, Volume No.53(x), at Pages 69 to 78, Deed No.1888 for the year 1984, said Sri Sunil Kumar Roy, sold, transferred and conveyed a demarcated portion of the said land including road area measuring more or less 6 (Six) Cotahs out of said 2 Bighas situated at Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana- Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.s1, 129, 130, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, within the P.S. Panchasayar, Kolkata – 700 094, in favour of one Sri Rabindra Nath Kundu, son of Sri Madhusudan Kundu, residing at 159A, Bipin Behari Ganguly Street, Kolkata – 700012.

AND WHEREAS by virtue of a registered Deed of Sale dated 25.05.1984, registered at District Sub-Registrar, at Alipore and recorded into Book No.1, Volume No.34, at Pages 482 to 491, Deed No.6914 for the year 1984, said Sri Rabindra Nath Kundu, sold, transferred and conveyed his said purchased land including road area measuring more or less 6 (Six) Cotahs situated at Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana- Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.s1, 129, 130, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, within the P.S. Panchasayar, Kolkata – 700 094, in favour of one Binay Krishna Kundu, since deceased son of Late Bhusan Mohan Kundu, residing at 159A, Bipin Behari Ganguly Street, Kolkata – 700012.

AND WHEREAS said Binay Krishna Kundu, died intestate on 01.09.1998, leaving behind her wife namely Smt. Pratima Kundu, and three daughters namely

Smt. Suvra Mitra, Smt. Swati Brahma and Smt. Sukti Kundu, inherited the said plot of land as mentioned above as per Hindu Succession Act, 1956.

AND WHEREAS the legal heirs of Binay Krishna Kundu as aforesaid took the physical measurement of the property by erecting boundary wall and it was found that actual net land area was obtained by them 5 (Five) Cottahs 6 (Six) Chittacks as rest land area measuring 10 (Ten) Chittacks out of the total land area 6 (Six) Cotahs has been exhausted due to either extension of adjacent passage or also encroachment of the neighboring plot holders and accordingly the legal heirs of said Binay Kirhsna Kundu has been enjoying the demarcated net land area as 5 (Five) Cottahs 6 (Six) Chittacks without any interruption and hindrances.

AND WHEREAS by virtue of a registered Deed of Sale dated 09.08.2001, registered at DSR III Alipore South 24 Parganas and recorded into Book No.1, Volume No.107, at Pages 333 to 352, Deed No.4430 for the year 2001, the previous land Owners namely (1) Sri Babul Biswas, (2) Sri Jadab Biswas, (3) Sri Sanjoy Biswas **and** (4) Sri Nakul Biswas, all sons of Late Nityananda Biswas, all are residing at Sreekhanda Ramkrishna Nagar Road, P.S. Sonarpur, Kolkata – 700 152, jointly purchased the above mentioned plot of land measuring net land area of 5 (Five) Cottahs 6 (Six) Chittacks situated at Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana- Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.s1, 129, 130, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, within the P.S. Panchasayar, Kolkata – 700 094, from the said Smt. Suvra Mitra, wife of Alok Kumar Mitra, residing at JF5/2, Aswini Nagar (Baguihati), P.S. Rajarhat Kolkata – 700059, District-North 24 Parganas, Smt. Swati Brahma, wife of Debasisih Brahma, residing at D6/3, Purbasha Housing Estate, P.S. Maniktala, Kolkata- 700054, Smt. Sukti Kundu, wife of Mainak Kundu, residing at Udayan Palli (Batanagar), P.S. Maheshtala, and Smt. Pratima Kundu, wife of Late Binay Krishna Kundu, residing at 159A, Bipin Behari Ganguli Street, Kolkata – 700012.

AND WHEREAS after purchase the said Sri Babul Biswas recorded his land in the record of the Ld. B.L. & L.R.O. vide Mutation Case No.368/2002 and Memo No.18/588/mut/Addl.B.L.&L.R.O./T.M./2002 dated 11.04.2002, **said** Sri Jadab Biswas recorded his land in the record of the Ld. B.L. & L.R.O. vide Mutation Case No.369/2002 and Memo No.18/566/mut/Addl.B.L.&L.R.O./T.M./2002 dated 08.04.2002, **said** Sri Sanjoy Biswas recorded his land in the record of the Ld. B.L. & L.R.O. vide Mutation Case No.371/2002 and Memo No.18/568/mut/Addl.B.L.&L.R.O./T.M./2002 dated 08.04.2002 and **said** Sri Nakul Biswas also recorded his land in the record of the Ld. B.L. & L.R.O. vide Mutation Case No.370/2002 and Memo No.18/567/mut/Addl.B.L.&L.R.O./T.M./2002 dated 08.04.2002 and the BLLRO issued the four Nos. of Mutation Certificate in favour of the said Sri Babul Biswas, Sri Jadab Biswas, Sri Sanjoy Biswas **and** Sri Nakul Biswas, in R.S. Dag No.196, under R.S. Khatian No.129 of said Mouza-Nayabad, J.L. No.25.

AND WHEREAS thereafter said Sri Babul Biswas, Sri Jadab Biswas, Sri Sanjoy Biswas **and** Sri Nakul Biswas, completed the mutation of The Kolkata Municipal Corporation known as **K.M.C. Premises No.2651, Nayabad**, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094.

AND WHEREAS thereafter said Sri Babul Biswas, Sri Jadab Biswas, Sri Sanjoy Biswas **and** Sri Nakul Biswas, converted their said purchased land from ‘Shali’ to ‘Bastu’ vide Sri Babul Biswas Conversion Case No.206/2019 and Memo No.17/779/Con Certificate/BLLRO/S24-Pgs./2020 Dated 18.02.2020, **said** Sri Jadab Biswas Conversion Case No.208/2019 and Memo No.17/781/Con Certificate/BLLRO/S24-Pgs./2020 Dated 18.02.2020, **said** Sri Sanjoy Biswas Conversion Case No.207/2019 and Memo No.17/780/Con Certificate/BLLRO/S24-Pgs./2020 Dated 18.02.2020 and **said** Sri Nakul Biswas Conversion Case

No.209/2019 and Memo No.17/782/Con Certificate/BLLRO/S24-Pgs./2020 Dated 18.02.2020 from the Kolkata B.L. & L.R.O.

AND WHEREAS for the looking after and also for dealing with the said property said Sri Babul Biswas, Sri Jadab Biswas and Sri Sanjoy Biswas executed and registered a General Power of Attorney dated 08.09.2017 in favour of Sri Nakul Biswas, in respect of their share of the said property and it registered in the office of District Sub-Registrar -IV, Volume No. 1604-2017, at Pages 7842 to 7860, Deed No. 425 for the year 2017.

AND WHEREAS so the said Sri Babul Biswas, Sri Jadab Biswas, Sri Sanjoy Biswas **and** Sri Nakul Biswas, are joint Owners of the entire plot of land measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 44.99 (Forty four point nine nine) Sq.ft. corresponding to 359.501 Sq.mtr. as per present physical measurement** situated at **Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.129**, known as **K.M.C. Premises No.2651, Nayabad**, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094.

AND WHEREAS by virtue of a registered Deed of Sale dated, registered at D.S.R IV, Alipore and recorded into Book No.I, Deed No..... for the year, the present land owner herein purchased the above mentioned plot of land measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 44.99 (Forty four point nine nine) Sq.ft. corresponding to 359.501 Sq.mtr. as per present physical measurement** situated at **Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.129**, known as **K.M.C. Premises No.2651, Nayabad**, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094 from the said previous land Owners namely said Sri Babul Biswas, Sri Jadab Biswas, Sri Sanjoy Biswas **and** Sri Nakul Biswas.

AND WHEREAS thereafter the present land Owner herein recorded his entire plot of land in the record of the KMC known as **K.M.C. Premises No.2651, Nayabad**, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094 and also recorded his plot of land in the record of the B.L.&L.R.O. vide L.R. Khatian No..... of L.R. Dag No.196, of Mouza-Nayabad, J.L. No.25.

AND WHEREAS the OWNER has taken the sanction of a Ground Plus Four Storied building vide Building Permit No..... dated from the KMC.

AND WHEREAS The said Land Owners herein express their desire to develop the aforesaid land measuring **5 (Five) Cottahs 05 (Five) Chittacks 44.99 (Forty four point nine nine) Sq.ft. corresponding to 359.501 Sq.mtr. as per present physical measurement** by constructing Ground Plus Four Storied building thereon in accordance with the building sanction plan and/ or to be sanctioned by The Kolkata Municipal Corporation, and the present Developer have accepted the said proposal and the present Land Owners has decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the SCHEDULE A hereunder written, And whereas the developer has fully satisfied with the right, title, interest and possess on over the said land and has physically examined the documents with respect to the title of land owners. Initially the land owners entered into a Registered Development Agreement & executed a Registered Power of Attorney in the year 2023 to **M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD.**, which is recorded in Book No. I, Volume No....., at Pages to, Deed No. for the year 2023.

AND WHEREAS For the smooth running of the" said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein have appointed and nominated **M/S. Oiendrila Promoters and Developers Pvt. Ltd.** as their Constituted Attorney and new Developer, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the

Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also for to appear before any Registrar of Assurances, District Registrar, Sub- Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

AND WHEREAS originally the land measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 44.99 (Forty four point nine nine) Sq.ft. corresponding to 359.501 Sq.mtr. as per present physical measurement** situated at **Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.129**, known as **K.M.C. Premises No.2651, Nayabad**, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094, belongs to the Four Land Owners as mentioned herein above.

AND WHEREAS being desirous of the promotion work of their said premises the **OWNER/VENDOR** by virtue of registered Development Agreement alongwith Development Power of Attorney dated, registered at DSR IV, Alipore recorded in Book No. I, Volume No....., at Pages to, Deed No. for the year 2023, with the **DEVELOPER**, the party of the **THIRD PART** herein for making the construction and as the **DEVELOPER**, the party of the **THIRD PART** herein namely **M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD.**, has developed as well as promoted the entire premises as described in the **SCHEDULE – ‘A’** below. As per the said Development work it has been settled that the **OWNER** should obtain the Owner's Allocation as mentioned in the **SCHEDULE B** of the said registered Development Agreement and the Developer's Allocation has also been mentioned in the **SCHEDULE D** of the said registered Development Agreement.

AND WHEREAS the **LAND OWNER** is desirous of promoting and developing the said premises the **OWNER** herein has taken sanction of a Ground Plus Four storied building plan from the K.M.C. vide sanctioned building Permit No..... dated, sanctioned by The Kolkata Municipal Corporation.

AND WHEREAS in terms of the said Development Agreement, the DEVELOPER has the right and/or entitle to sell, transfer convey its allocation to any Purchaser and to receive consideration amount from the intending purchaser and the Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** with effect from as per The RERA Act,, for taking the registration of this project under this Act and Building Rules the DEVELOPER has filed an application before the concerned Authority vide No..... Thereafter the concerned authority approved the said application and delivered the RERA No.....

AND WHEREAS when the **DEVELOPER** herein had been erecting the said building in the said **K.M.C. Premises No.2651, Nayabad, P.S. Panchasayar**, within the K.M.C. Ward No.109, Kolkata – 700 094, the Parties of the **SECOND PART/PURCHASERS**, having their desire to purchase one residential **Flat No.....** situated on the**floor** **side** of the building measuring carpet area of the Flat is **Sq.ft** .and the **Balcony area of the Flat is** **Sq.ft.** i.e. total carpet area of the Flat including Balcony is**Sq.ft.** corresponding to **super built up area of the Flat is****Sq.ft.** **more or less** togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building measuring an area of **110 (One hundred and ten) Sq.ft.** more or less has approached the said **DEVELOPER** as well as the **VENDOR** as shown in the Floor Plan and constructed by the **DEVELOPER** which is morefully and particularly described in the SCHEDULE "B" hereunder written.

AND WHEREAS the **DEVELOPER** agreed to sell and convey the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building being part of **K.M.C. Premises No.2651, Nayabad, P.S. Panchasayar**, within the K.M.C. Ward No.109, Kolkata – 700 094 togetherwith undivided proportionate share of land and also together with all common rights and facilities as described in the SCHEDULE "A", "B" and "C" herein below and the consideration of the said flat alongwith one Car Parking

Space is **Rs...../- (Rupees)** only free from all encumbrances, charges, lien and liabilities etc. payable to the DEVELOPER as the said Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the **DEVELOPER** alongwith the **VENDORS** has entered into an Agreement for Sale with the **PURCHASERS** and the **DEVELOPER** has agreed to hand over by way of Sale the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building constructed as per specification of the **PURCHASERS** herein and the sold properties i.e. **ALL THAT** the **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building as described in the SCHEDULE 'B' hereunder written together with right of use all common user, amenities, facilities and common services and also togetherwith undivided proportionate share of said land as morefully described in the SCHEDULE 'A' and 'C' and the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building have been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said Flat and Car parking Space for a total consideration price of **Rs...../- (Rupees)** only payable to DEVELOPER as the sold Flat and Car Parking Space are of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs...../- (Rupees)** only of which the entire consideration money against the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building alongwith the proportionate share of land which morefully described in the SCHEDULE 'B' below for a total sum of **Rs...../- (Rupees)** only paid by the **PURCHASERS** to the **DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling **Rs...../-**

(Rupees) only paid by the **PURCHASERS** the receipt whereof the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **DEVELOPER and also the VENDOR** as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said **PURCHASERS** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building situated at The **K.M.C. Premises No.2651, Nayabad, P.S. Panchasayar,** within the K.M.C. Ward No.109, Kolkata – 700 094, together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder written. **AND TO HAVE AND TO HOLD** the said flat and Car Parking Space togetherwith undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances whatsoever unto the said **PURCHASERS** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER AND THE PURCHASERS as follows :-

1. That the **VENDOR** has good rightful power and absolute authorities, indefeasible title to grant, sell, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building togetherwith common stair-case and other common portions parts and open spaces, paths and passages and undivided proportionate share of land in the said building as described in the SCHEDULE "B" hereunder written.
2. It shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building along with right of use all common open places and other services of the building with stair-cases and other common parts and passage in the said building and every part thereof morefully described in the SCHEDULE "B" and "C" hereunder written and to receive the rents, issues and profits there of and have full power, absolute right and authority to sell, transfer, mortgage, lease dispose of the said flat and Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by the **VENDOR and the DEVELOPER** or any person or persons claiming through under or in the trust for them.
3. The **VENDOR and the DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said undivided proportionate share of land pertaining the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on **the Ground Floor** of the building and also togetherwith other common open parts and services, paths and passages respectively and every part thereof being part of **K.M.C. Premises No.2651, Nayabad, P.S. Panchasayar,** within the K.M.C. Ward

No.109, Kolkata – 700 099, unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required.

4. The **PURCHASERS** shall be entitled to all rights privilege vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building.
5. The **PURCHASERS** shall be entitled to the right of access in common with the **DEVELOPER and also the VENDOR** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.
6. The **PURCHASERS** and their agent and nominee shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.
7. The **PURCHASERS** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building and also togetherwith undivided proportionate share of land alongwith common rights as mentioned herein.
8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to the said Flat through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.

9. The **PURCHASERS** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said Flat.
10. So long as the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building alongwith all common rights and common expenses as described in the SCHEDULE “B”, “C” and “D” hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS’** said flat alongwith said Car Parking Space.
11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said flat and Car Parking Space proportionately as may be imposed by The Kolkata Municipal Corporation, and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.
12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the SCHEDULE 'D' hereunder written.
13. The **PURCHASERS** shall maintain the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building at their own cost in the same good condition (reasonable wear and tear excepted state and order) in which it is being possessed and to maintain regulations of the government both Central and State, The Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.

14. The said **PURCHASERS** shall maintain their said flat, inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
15. That the said **PURCHASERS** shall not make any such further construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flat for electricity power or gas connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with his said flat. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their said flat for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.
17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said flat and Car Parking Space and/or their possession and or to assign or to let out full or part with their interest possession benefit of their said flat togetherwith said Car Parking Space or any part thereof.
18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners.
19. The **PURCHASERS** shall not use or caused to be used the said flat in such manner which may likely to cause nuisance or annoyance to the occupants of the other flats of the said building nor shall use the same for any illegal nor immoral purposes nor as a restaurant, workshop and/or godown.
20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance articles things likely to injure, damage or

prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.

21. The **PURCHASERS** shall have no right title or interest in any other flat except Schedule – B Flat and open common land, if any of the said premises. The **PURCHASERS** hereby declares that they shall not raise any objection if the **DEVELOPER** sells the other Car Parking Space to any outsider of the building. Each owner of the Car Parking including the **PURCHASERS** herein shall use and enjoy their demarcated Car Parking Space on mutual understanding during egress and ingress of the Car without raising any objection and obstruction to other.
22. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by all the Flat Owners of the building only to the extent of the said flat which will be applicable to all the flat Owners and also Car Parking Space Owners. The **PURCHASERS** hereby declares and confirms that they have already received the peaceful physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area of the said Flat and Car Parking Space and construction of the said building and he is also satisfied with the title of the property..

THE SCHEDULE – A ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)

ALL THAT the Apartment No. with Carpet Area of square feet approx consisting of Bed Rooms, One Living cum Dining Room, One Kitchen, Toilets and One Balcony(Balcony Area Square Feet Carpet Area Approx excluded from total carpet area) more or less and a total built up area of unit of.....square feet and a Super built up area of square feet more or less on the Floor, of “.....” at ALL THAT piece and parcel of Land measuring 5 (Five) Cottahs 05 (Five) Chittacks 44.99 (Forty four point nine nine) Sq.ft. corresponding to 359.501 Sq.mtr. as per present physical measurement situated at Mouza- Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.196, under R.S. Khatian No.129, known as K.M.C. Premises No.2651, Nayabad, Assessee No.31-109-08-2763-0, under K.M.C. Ward No.109, Police Station- Panchasayar, Kolkata – 700 094, belong to the Land Owner together with all easements rights and appurtenances thereto, being butted and bounded as follows:-

<u>ON THE NORTH</u>	:	Property of others ;
<u>ON THE SOUTH</u>	:	Property of others ;
<u>ON THE EAST</u>	:	8722 wide Road;
<u>ON THE WEST</u>	:	Property of others.

THE SCHEDULE-B ABOVE REFERRED TO
(DESCRIPTION OF THE SOLD FLAT AND CAR PARKING SPACE HEREBY
TO BE SOLD

ALL THAT the residential Flat No..... situated on the**floor** **side** of the building measuring carpet area of the Flat is **Sq.ft** .and the **Balcony area of the Flat** is **Sq.ft**. i.e. total carpet area of the Flat including Balcony is**Sq.ft**. corresponding to **super built up area of the Flat** is**Sq.ft**. **more or less** togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building measuring an area of **110 (One hundred and ten) Sq.ft.** more or less as mentioned in SCHEDULE-A herein above togetherwith undivided proportionate share or interests in land attributable to the said Flat at the said Premises also together with the right of use of common parts/portions in the said building at then Premises as mentioned in SCHEDULE-C hereunder and the sold Flat and Car Parking Space are shown in the annexed Plan by RED border line.

SCHEDULE “C” ABOVE REFERRED TO
(COMMON RIGHTS)

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space, electricity service and electricity main line wirings and common and electric meter space and lighting.
8. Drainages and sewerages lines of the building and drive way.
9. Boundary walls and main gate and parapet wall on the roof.
10. Such other common parts, like equipments, installations, fixtures, and fittings and open spaces in or about the said building and lift and lift room of the building to be used as common purposes.

11. Lift of the building shall be used as commonly by the all Flat owners of the building.
12. Vacant space of the ground floor and right of egress and ingress of the car through open space of the premises.
13. Car taker's room and toilet shall be used as common by the all Flat owners of the building.

THE SCHEDULE "D" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES TO BE PAID BY THE PURCHASERS)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.

11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Premiss Organisation it is reasonable to provide.
19. The PURCHASERS shall bear the proportionate maintenance cost of the CCTV cameras of the building and also power back up cost.

SCHEDULE – ‘D’ ABOVE REFERRED TO
(RESTRICTIONS TO BE OBER5VED BY THE PURCHASER)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is

likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The Purchasers shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchasers shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchasers shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchasers shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.

11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission of the Association of the Premises.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchasers in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

IN WITNESS WHEREOF the Parties hereto put their respective hand and seal this indenture here at Kolkata on the day, month and year first above written.

WITNESS:

1.

As attorney of the Vendor herein

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

PREPARED & DRAFTED BY :

.....

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS** the full consolidated consideration sum of against the within mentioned **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building being part of The **K.M.C. Premises No.2651, Nayabad, Police Station-Panchasayar**, within the limits of Ward No. 109, Kolkata – 700 0094, in the manner following :-

Sl. No.	Date	RTGS/Draft No.	Name of the Bank & Branch	Amount (Rs.)
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TOTAL : Rs.....

(Total Rupees) only

WITNESSES :

1.

Oiendria Promoters & Developers Pvt. Ltd.

Robin Paul **Director**

2.

SIGNATURE OF THE DEVELOPER