

DRAFT DEED

DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20

Mr.MANOJ KUMAR SHAW (PAN-ALAPS8304A) & (AADHAR NO.2049 6938 8334), son of Sri Lal Chand Shaw / by faith Hindu, by Nationality Indian, by occupation Business, residing at 3,Hospital Street, Post Office- Princep street, Kolkata-700 072, Police Station- Bowbazar, District- Kolkata ,represented by its constituted attorney **M/S.MEGA-E-SOLUTIONS PRIVATE LIMITED (PAN-AAHCM9023B)** ,a Private Limited Company having its registered office at 70, Lake east, 6th Road, Santoshpur, Kolkata 700 075, Police Station- Survey Park, District- South 24 Pargaans, represented by its Director **AVIJIT NASKAR(PAN-ACHPN3527G) & (AADHAR NO.3673 8280 9703)**, son of Sri Jay Ram Naskar by Nationality Indian, by faith Hindu by Occupation- Business, residing at 70, Lake East, 6th Road, Santoshpur , Kolkata -700075 Police Station- Survey Park, District- South 24 Parganas, by virtue of a registered Power of Attorney dated 22nd July,2022 duly registered in the Office of the District Sub Registrar-IV at Alipore and recorded in Book No.1, Volume No.1604-2022, Pages from 258452 to 258470, Being No.160408276 for the year 2022. hereinafter be referred & called as “**OWNER/VENDOR** ” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, successor in office, executors, administrators and permitted assignees) of the **FIRST PART** .

AND

M/S.MEGA-E-SOLUTIONS PRIVATE LIMITED (PAN-AAHCM9023B) ,a Private Limited Company having its registered office at 70, Lake east, 6th Road, Santoshpur, Kolkata 700 075, Police Station- Survey Park, District- South 24 Pargaans, represented by its Director **AVIJIT NASKAR(PAN- ACHPN3527G) & (AADHAR NO.3673 8280 9703)**, son of Sri Jay Ram Naskar by Nationality Indian, by faith Hindu by Occupation- Business, residing at 70, Lake East, 6th Road, Santoshpur , Kolkata -700075 Police Station- Survey Park, District- South 24 Parganas, by virtue of a registered Development Agreement dated 22nd July,2022 duly registered in the Office of District Sub Registrar—IV at Alipore and recorded in Book No.1, Volume No.1604-2022, pages from 258247 to 258283, Being No. 160408260 for the year 2022, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, successor-in-interest, successor in office, legal representatives, and permitted assignees) of the **SECOND PART**.

AND

1.-----(**PAN**-----), son/wife/daughter of -----,2.----- by Nationality - Indian, by Faith - ----, by Occupation - -----, presently residing at -----, Post Office-----, Police Station----- Kolkata----- District-----, hereinafter referred to as the **PURCHASER/S** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, heiresses, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS One Bhola Nath Mondal ,Habul Mondal, Kanai Lal Mondal were jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 225 decimas, .comprising at Mouza Nayabad, J.L.No.25, R.S. No.3, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, P.S. Purba jadavpur (previously Tollygunge) in the District of South 24 Parganas.

AND WHEREAS the said Bhola Nath Mondal due to his urgent need of money sold, transferred, conveyed his share of land measuring about 75 decimals, more or less (out of the said land measuring about 225 decimals) to his brothers Habul Mondal & Kanai Lal Mondal by a deed of conveyance duly registered in the office of D.R.at Alipore and recorded in Book No.1, Volume No.28, pages from 13 to 15 Being No.0248 for the year 1979.

AND WHEREAS the said Habul Mondal & Kanai Lal Mondal became the absolute owners of the total land measuring about 225 decimals, more or less ,and while they were in peaceful possession and occupations of the said land ,the said Kanai Lal Mondal sold, conveyed, transferred ALL THAT piece and parcel of land measuring about 16.05 decimals out of his share of land to his brother Habul Mondal by a deed of conveyance duly registered in the office of D.R.at Alipore and recorded in Book No.1, Volume No.34, pages from 53 to 55 ,Being No.1573 for the year 1982.

AND WHEREAS the said Kanail lal Mondal became absolute owner of land measuring about 96 ½ decimals, more or less by way of inheritance and while seized and possessed of the said property Kanai lal Mondal died intestate leaving his three married daughters namely Smt. Niyati Mondal, Smt. Sabitri Sardar and Smt. Mamata Pramanick , four sons namely Sri Shymal Mondal, Parimal Mondal (since deceased) Sri Arun Mondal, Sri Amar Mondal and his wife Smt.Arati Mondal as his legal heirs and successors.

AND WHEREAS the said Smt. Niyati Mondal, Smt. Sabitri Sardar and Smt. Mamata Pramanick gifted their shares to their Brothers and Mother by way of a deed of gift duly registered in the office of D.R.at Alipore and recoded in Book No.1, being No.17166 for the year 1985.

AND WHEREAS the said Smt.Arati Mondal widow of late Kanai lal Mondal has sold, conveyed, transferred her share of land from the total land left by her Husband and the rest of the property devolved upon four sons namely Shyamal Mondal. Parimal MOnDal, (since deceased) ,Arun Mondal, Amar Mondal.

AND WHEREAS the said Shyamal Mondal, Parimal Mondal ,Arun Mondal Amar Mondal have divided 19 Cottach 05 Chittcks 10 sq ft more or less (out of 96 ½ decimals of land) between them and by virtue of a registered a partition deed duly registered in the office of D.R.at Alipore and recorded in Book No.1, Volume No.148, pages from 24 to 37, Being No.7094 for the year 1993 and by virtue of the said partition deed , the said Amar Mondal got the land measuring about 04 Cottach 11 Chittacks 40 sq ft and Parimal Mondal got land area measuring about 04 Cottch 11 Chittck 40 sq ft , both lands comprised under Mouza Nayabad, R.S.Khatian No.85, R.S.Dag No.183.

AND WHEREAS the said Parimal Mondal died intestate on 10.08.1993 as bachelor and the property left by him devolved upon his mother Smt. Arati Mondal as per Hindu succession Act ,1856 as amended up to date.

AND WHEREAS the said Amar Mondal mutated his name in the records of the Kolkata Municipal Corporation and his property is known and numbered as Premises No.3061, Nayabad, Kolkata 700 099 vide Assesses No. 31-109-08-6112-1 and Smt Arati Mondal also mutated her name in the records of the Kolkata Municipal Corporation and her property known and numbered as Premises No.3068, Naybad, Kolkata 700 099 vide Assesses No.31-109-08-6119-4.

AND WHEREAS due to urgent need of money the said Amar Mondal and Smt.Arati Mondal have sold, transferred and conveyed **ALL THAT** land measuring about 03 Cottach 14 Chittack 10 sq ft more or less, together with one R.T.Shed measuring about 200 sq ft, more or less standing thereat comprised under Mouza Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag no.85, lying and situate with in the local limit of the Kolkata Municipal Corporation under ward no.109, Being Premises No.3061, Nayabad, ad premises no.3068, Naybad, P.S- Purba jadavpur, District South 24 Parganas in favour of Sanjay Kumar Shaw & Manoj Kumar Shaw against a valuable consideration mentioned therein and the said deed of Deed of conveyance was duly registered in the office of District Sub Registrar-III at Alipore and recorded in Book No.1, Volume No.3, pages from 5636 to 5651, , Being No.05535 for the year 2008.

AND WHEREAS due to urgent need of money the said Amar Mondal offered to sale **ALL THAT** land measuring about 02 Cottach 02 Chittack 25 sq ft more or less, together with one R.T.Shed measuring about 100 sq ft, more or less standing thereat (out of total land measuring about 04 Cottach 11 Chittack 40 sq ft) of Premises No.3061, Nayabad, and Smt.Arati Mondal offered to sale **ALL THAT** piece and parcel of land measuring about 02 Cotatch 06 Chittack 15 sq ft together one R.T.Shed measuring about 100 sq ft stading thereat (out of total land measuring about 04 Cottach 11 Chittack 40 sq ft) of Premises No.3068, Nayabad, Kolkata 700 099 and both land comprised under Mouza Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.dag no.85, lying and situate with in the local limit of the Kolkata Municipal Corporation under ward no.109, P.S- Purba jadavpur, District South 24 Parganas and the said Amar Mondal and Smt. Arati Mondal jointly sold, transferred, and conveyed **ALL THAT** piece and parcel of land measuring about 04 Cottch 08 Chittack 40 sq ft more or less ,together with one R.T.shed measuring about 200 sq ft more or less standing thereat comprised under Mouza Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, P.S- Purba jadavpur, District South 24 parganas lying and situate within the local limit of the Kolkata Municipal Corporation under Ward no.109, being Premises No.3061, Nayabad & Premises No.3068, Nayabad, Kolkata 700 099 in favour of Sanjay Kumar Shaw & Manoj Kumar Shaw against a valuable consideration mentioned therein and the said deed of Deed of conveyance was duly registered in the office of District Sub Registrar-III at Alipore and recorded in Book No.1, Volume No.3, pages from 5791 to 5807, Being No.05536 for the year 2008.

AND WHEREAS in terms of a partition deed Being No.7904 for the year 1993, the said Arun Mondal got land measuring about 04 Cottach 11 Chittack 40 sq ft comprised in Mouza Nayabad, ,J.L.No.25, R.S.Khatian No.85, R.S.Dag No.183 and mutated his name in the record of concerned BL&LRO vide Memo No.18/3185/MUT/ATM/04 dated 28th September, 2004.

AND WHEREAS while seized and possessed of the aforesaid land, the Arun Mondal died intestate on 15th July, 2008 leaving behind his wife Smt. Mina Mondal and two children namely Subha Mondal and Manika Mondal as his legal heirs and successors.

AND WHEREAS the said Smt. Mina Mondal, mother of minor children Subha Mondal & Manika Mondal as natural guardian filed an application for granting permission to sale of minor portion in the schedule property before the Ld. District Judge at Alipore vide Act 32, case No. 20 of 2009 and the Ld. District Judge Alipore granted permission to sale of minor portion in the schedule property on 23rd September, 2010.

AND WHEREAS the said Smt. Arati Mondal, wife of late Kanai Lal Mondal, Smt. Mina Mondal, mother of minor son Subha Mondal and minor daughter Manika Mondal seized and possessed of the property by way of inheritance left by her husband and father as per Hindu Succession Act 1956 and they are in peaceful possession, occupation, enjoyment over the said property.

AND WHEREAS due to urgent need of money the said Arati Mondal and Smt. Mina Mondal offered to sale **ALL THAT** piece and parcel of land measuring about 03 Cottach 08 Chittack together with a R.T. Structure measuring 100 sq ft more or less standing thereat (out of total land measuring about 04 Cottach 11 Chittack 40 sq ft) comprising in Mouza Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police station - Purba Jadavpur, District - South 24 Parganas including all easement rights & road connectivity of the property to and unto in favour of one Sri Biswajit Biswas by virtue of a deed of conveyance dated 27th May, 2011 duly registered in the office of District Sub Registrar-III at Alipore and recorded in Book No.1, CD Volume No.19, pages from 2788 to 2805, Being No.09461 for the year 2012.

AND WHEREAS the said Biswajit Biswas became the sole and absolute owner of the above mentioned land and paid taxes regularly to KMC in respect of Premises no.3581, Nayab, Being Assesses No. 31-109-08-7289-1 and is in peaceful possession, occupation, enjoyment over the said property.

AND WHEREAS due to urgent need of money the said Biswajit Biswas has sold, transferred, conveyed **ALL THAT** piece and parcel of bastu land measuring about 03 Cottach 08 Chittack together with one R.T.Structure measuring about 100 sq ft more or less, standing thereat, comprised under Mouza –Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, Being Premises No.3581, Nayabad, Kolkata 700 099 within the Local limit of the Kolkata Municipal Corporation under Ward No.109, under Police Station- Purba jadavpur, District- South 24 Parganas in favour of Sri Sanjoy Kumar Shaw and Sri Manoj Kumar Shaw by virtue of a deed of conveyance dated 29th August, 2014 against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the District Sub Registrar-III at Alipore and recorded in Book No.1, CD Volume No.16, pages from 6084 to 6102, Being No.06903 for the year 2014.

AND WHEREAS on and from various dates of purchase of the said property the said Sri Sanjoy Kumr Shaw & Sri Manoj Kumar Shaw became the joint owners and jointly seized an possessed **ALL THAT** piece and parcel of **Bastu land measuring about 11 Cottach 15 Chittack 05 sq ft more or less** together with R.T.Structures measuring about 500 sq ft more or less standing thereat comprise under Mouza-Nayabad, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, Being Premises No. 3061,3068,3581, Nayabad, Kolkata 700 099 lying and situate within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba jadavpur, District South 24 Parganas and while seized and possessed of the said lands, have mutated their respective names in the records of the Kolkata Municipal Corporation and also amalgamated the three premises into a single Premises which is known and numbered as Premises No. 3581, Nayabad under Assesses No.31-109-08-7289-1.

AND WHEREAS while seized and possessed of the said land the said Sri Sanjoy Kumar Shaw & Sri Manoj Kumar Shaw have partitioned their respective properties and by virtue of a Partition deed dated 14th December, 2014, demarcated their specific areas /shares in the joint property by metes and bounds and whereby the said Sri Sanjoy Kumar Shaw became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about 05 Cottach 15 Chittack 25 sq ft more or less , and the said Sri Manoj Kumar Shaw became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring an area about 05 Cottch 15 Chittack 25 sq ft more or less, both lands comprised under Mouza-Nayabd, J.L.No.25, Touzi No.56, R.S.Khatian No.85, R.S.Dag No. 183, Being KMC Premises No.3581, Nayabad , Kolkata 700 099 under Assesses No.31-109-08-7289-1, under ward No.109, of the Kolkata Municipal Corporation A.D.S.R at Sealdah , Police Station- Purba Jadavpur, District – South 24 Parganas and the said partition deed was duly registered in the office of District Sub Registrar-III at Alipore and recorded in Book No.1, CD Volume No.1630-2020, pages from 10114 to 10146, Being No.163000156 for the year 2020.

AND WHEREAS by virtue of the said partition deed dated 14th December, 2014 ,the said **Sri Manoj Kumar Shaw**, the Owner herein, became the sole and absolute owner and solely and absolutely seized and possessed of **ALL THAT** piece and parcel of bastu land measuring about 05 Cottach 15 Chittack 25 sq ft more or less Together with one R.T.Strutures measuring about 250 sq ft more or less comprised under Mouza Nayabad, J.L.No.25,R.S.No.03, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, **Being KMC Premises No.3581/1, Nayabad , Kolkata 700 099 under Assesses No.31-109-08-9323-7** , lying and situate within the local limit of the Kolkata Municipal Corporation under Ward No.109, A D S R at Sealdah, Police station- Purba jadavpur, District – South 24 Parganas, herein after be referred to as the “**SAID PREMISES**”, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS while seized and possessed of the aforesaid land , the said Sri Manoj Kumar Shaw has mutated his name in the record of the Kolkata Municipal Corporation and has obtained **Assesses No.31-109-08-9323-7** in respect of **KMC Premises No.3581/1, Nayabad, Kolkata 700 099** and also has mutated his name in the record of the concerned BL&LRO vide Memo No.18/MUT/6317/BL&LRO/ ATM/KASBA /18 dated 12.11.2018 & Memo No.18/MUT/ 6316/BL& LRO/ATM/KASBA/18 dated 12.11.2018 & Memo No.18/MUT/6319/BL&LRO/ATM/KASBA/ 18 dated 12.11.2018. **(BL&LRO & KMC MUTATION)**

AND WHEREAS the said Sri Manoj Kumar Shaw has converted the said land from Shali to Bastu vide conversion Certificate issued by the Block Land & Reforms Officer, Additional Thakurpukur MetiaBruz vide Memo No. 17/1173/Con-Certificate/BL&LRO/ -S 24 Pargs /2020 dated 15.6.2020, Memo No.17/1174/Con-Certificate/BL&LRO/ S-24 Pargs/2020/ dated 15.6.2020 & Memo No.17/1176/Con-Certificate/BL&LRO/S-24 pargs /2020 dated 15.6.2020. **(CONVERSION)**

AND WHEREAS the Owner has obtained a proposed G+IV storied residential building Plan for Premises No.3581/1, Nayabad,Kolkata 700 099 lying and situate within the local limit of the Kolkata Municipal Corporation under Ward No.109, comprised under Mouza Nayabad, J.L.No.25, R.S.No.03, Touzi No.56, R.S.Dag No.183, R.S.Khatian No.85, Police Station- Purba Jadavpur, District- South 24 parganas under a Sanctioned **Building Plan/Permit No.2020120380 dated 19.02.2021** issued by the Building Department , Kolkata Municipal Corporation . **(SANCTION BUILDING PLAN/PERMIT)**

AND WHEREAS the Owner and the Developer have entered into a Development agreement dated 22ND July,2022 duly registered at the office of District Sub Registrar-IV at Alipore and recorded in Book No.1, CD Volume No.106-2022, pages from 258247 to 258283, Being No.160408260 for the year 2022. . **(DEVELOPMENT AGREEMENT).**

AND WHEREAS the Owner has executed a Development Power of Attorney in favour of M/s **MEGA E-SOLUTIONS PRIVATE LIMITED**, the Developer herein, represented by its Director Sri **AVIJIT NASKAR** in respect of the said project which was duly registered in the Office of the District Sub Registrar—IV at Alipore and recorded in Book No.1, Volume No.1604-2022, pages from 258452 to 258470 ,Being No.160408276 for the year 2022. **(DEVELOPMENT POWER OF ATTORNEY).**

AND WHEREAS the Project “DEESHARI IRIS” is registered under West Bengal Real Estate Regulatory Authority under **WBREERA vide Registration No. -----dated -----**

AND WHEREAS the developer in accordance to the sanctioned **Building Plan/Permit No.2020120380 dated 19.02.2021** issued by the Building Department , Kolkata Municipal Corporation have constructed a G+IV residential building constructed on **ALL THAT** piece and parcel of bastu land measuring about 05 Cottach 15 Chittack 25 sq ft more or less Together with one R.T.Strutures measuring about 250 sq ft more or less comprised under Mouza Nayabad, J.L.No.25,R.S.No.03, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, , lying and situate within the local limit of the Kolkata Municipal Corporation under Ward No.109, **under Assesses No.31-109-08-9323-7** , A D S R at Sealdah, and the said project shall be named and known as “DEESHARI IRIS”at **KMC Premises No. 3581/1, Nayabad, Kolkata 700 099** , Police station- Purba jadavpur, District – South 24 Parganas(herein after referred to as the “**SAID PREMISES**” more fully described in the **FIRST SCHEDULE** written hereunder. .

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** - measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as “**DEESHARI IRIS**” being **KMC Premises No. 3581/1, Nayabad, Kolkata 700 099** , Police station- Purba jadavpur, District – South 24 Parganas at or for a total consideration of Rs. -----/- (Rupees -----) only, herein after referred to as the “**SAID UNIT**”. (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchasers have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchasers will abide by the rules and regulations of the Deeshari Iris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance .
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.

10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispendences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHER TOGETHER WITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi-

easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE
(Description of the Property)

ALL THAT piece and parcel of bastu land measuring about 05 Cottach 15 Chittack 25 sq ft more or less Together with one R.T.Strutures measuring about 250 sq ft more or less comprised under Mouza Nayabad, J.L.No.25,R.S.No.03, Touzi No.56, R.S.Khatian No.85, R.S.Dag No.183, Being **KMC Premises No.3581/1, Nayabad , Kolkata 700 099** under **Assesses No.31-109-08-9323-7** , lying and situate within the local limit of the Kolkata Municipal Corporation under Ward No.109, A D S R at Sealdah,and the said project shall be known as'**DEESHARI IRIS**'at **KMC Premises No. 3581/1, Nayabad, Kolkata 700 099** , Police station- Purba jadavpur, District - South 24 Parganas, butted and bounded by-

| | |
|------------------------|-------------------------------|
| ON THE NORTH BY | R.S. Dag No. 183(P). |
| ON THE SOUTH BY | Land of Sri Sanjay Kumar Shaw |
| ON THE EAST BY | 47 Feet Wide KMC Road. . |
| ON THE WEST BY | 16 Feet Wide Road. |

SECOND SCHEDULE

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.** ----- on ----- Floor, ----- side measuring a super built up area of ----- Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the Project known and named as “**DEESHARI IRIS** “ , **KMC Premises No. 3581/1, Nayabad, Kolkata 700 099** , Police station- Purba jadavpur, District – South 24 Parganas.

THIRD SCHEDULE

(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building meant for beneficial common use and enjoyment of the flat owner within the project regarding common rights, facilities and amenities appurtenant thereto as may be designated and earmarked as such for common use and enjoyment by the Owner /developer at its sole discretion are as follows :-

1. Lift, lift well, lift room.
2. Staircases, passages, landings, lobbies, compounds, ways, paths and ingress and egress of the said building as well as project.
3. Roof and staircases room.
4. Pump room electricity meter room, guard/caretaker room, toilet, pump, septic tank, water reservoir (overhead and underground).
5. Water connection, electricity connection, sewerage, common plumbing installations, common electricity installations.
6. Lift light, lift fan, roof light, passage light, stair case light including common electrification of the said building as well as project.
7. The boundary wall and main gate of the said building as well as project.

8. Pavers Road.
9. Intercom Facilities.
10. Security Services.
11. Power Back Up.
12. Community Space.

FOUTH SCHEDULE

(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of **"DEESHARI IRIS "** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"DEESHARI IRIS "** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as **"DEESHARI IRIS "** to be borne by the purchasers proportionately with others.

7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.
8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.
9. Maintenance charges @ Rs. -----/- per sq.ft. /month to be calculated on the area of the said unit as described in Second Schedule herein above, payable to Mega E – Solutions Private Limited (Developer) for a initial period of ----- year from the date of official possession of the said unit. After expiry of the said period, the Developer shall fix the maintenance charges with mutual understanding and/or negotiation with the purchaser/s and the purchasers shall pay the same till the owners association of the said project is formed. If any flat owner fails to pay maintenance charges for consequently for six months the Developer reserve the right to adjust the maintenance charges receivable from the corpus deposit for which the defaulting flat owner shall not dispute. After formation of such owners association, the MAPL shall handover the responsibility of maintenance of the said project to the said association.
10. Corpus Deposit shall be paid by the purchasers @ Rs. ----- per Sq.ft. to be calculated on the area of the said unit, which is refundable to the association without any interest.
11. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

(BIBHAS KUMAR GHOSH)
Advocate, High Court Calcutta
Reg. No. WB/733/1995

(MONOJ NASKAR)
70, Lake East 6th Road,
Santoshpur, Kol-75.

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
-----/- (Rupees -----) only being the full
consideration amount by the above named vendor / developer as per memo here under
written.

| Date | Ch. No. | Bank & Branch | Amount |
|-------------|----------------|--------------------------|---------------|
|-------------|----------------|--------------------------|---------------|

WITNESSES :-

1)

2)

VENDOR/ DEVELOPER