

Shriwidhi Construction
CD
Arun Ravi
Partner

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the _____ day of

20.... (Two Thousand and Twenty Three)

B E T W E E N

MATA REALTY & INFRACON, PAN - ABIFM2165M, a Partnership firm incorporated under the Partnership Act, 1932, having its office at 31/2, Sahapur Colony, Plot No. 115, Block - J, New Alipore, Post Office - New Alipore, Police Station - New Alipore, Kolkata - 700053, duly represented by its Partners namely **Mr. Sreyans Munot**, PAN - AJRPM7975Q, Aadhaar No. 5452 8170 7125, Son of Parash Mall Munot, by faith Hindu, by Occupation business, by Nationality Indian, residing at 14, Kshirod Ghosh Road, Post Office Howrah GPO, Police Station Golabari, Howrah -711101 And **Mrs. Saroj Jain**, PAN - AZBPJ0383M, Aadhaar No. 2412 6545 5876, Wife of Late Nem Chand Jain @ Nem Chand Sand, by faith Hindu, by Occupation - Business, by Nationality Indian, Residing at 32/5, New Alipore Road, Kolkata - 700053, Post Office & Police Station - New Alipore, "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the **FIRST PART**, being represented by its constituted attorney 1. **MR. SUMAN DEB SARKAR** 2. **ARUN RAI**, Partners of **M/S SHRIVRIDHI CONSTRUCTION**, PAN - ADUFS6925R, A Partnership Company having its registered office at 8/35, Fern Road, Ground Floor, Kolkata - 700019. P.O - Golpark P.S: Gariahat.

AND

M/S SHRIVRIDHI CONSTRUCTION PAN - ADUFS6925R shall have its registered office at 8/35, Fern Road, Kolkata - 700019. P.O - Golpark P.S: Gariahat, West Bengal Represented by its Partners **(1) MR. SUMAN DEB SARKAR**, PAN - ADSPD9719Q, Aadhaar No. 6849 9449 5961, Son of Late Arun Deb Sarkar, Occupation: Business Residing at 44/C, Netaji Subhas Road, P.O: Behala, P.S. - Parnasree, District - South 24 Parganas, Kolkata - 700034 (2) **MR. ARUN RAI**, PAN - AMIPR3770J, Aadhaar No. 9550 6256 6531, Son of Sri Shyam Milan Rai, by Faith - Hindu, by Occupation - Business, Residing at 4D/3A/1, Ground Floor, Dharamtala Road, Post Office - Kasba, Police Station - Kasba, Kolkata - 700039, in the District of South 24 Parganas, and

Registered office at 8/35, Fern Road, Kolkata - 700019, P.O: Golpark, P.S: Gariahat, District – South 24 Parganas, 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 its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART:**

AND

Mr. / Ms., PAN – Aadhaar No., S/O.,

....., hereinafter called and referred to as the PURCHASERS / PURCHASERSS (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/ her/ their heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART.**

WHEREAS:

Whereas One Kapil Chandra Ghosh by law of inheritance and by virtue of Deed of Partition acquire different proprieties in different Dag numbers along with the property together with 17 feet width common passage comprising in Mouza - Syeadpur, J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S. Dag Nos. 51 and 52, under Khatian No. 320, Police Station Thakurpukur, and said Deed of Partition was prepared on 04th April 1937 and was Registered on 04th June 1937 Before the Sub Registrar at Behala and Recorded in Book No. 1, Volume No. 15, Pages 181 to 195, being no. 1069 for the Year 1937.

And Whereas Said Kapil Chandra Ghosh during his lifetime executed a Deed of Settlement which was prepared on 24th February 1976 and Registered on 30th April 1976, before the Sub Registrar Alipore at Behala, and Recorded in Book No. - 1,

Volume 23, Pages 192 to 203, Being No 1153 for the year 1976 settled all his property described in the said Deed of Settlement unto and in favour of his sons Namely Dharendra Nath Ghosh, Amar Kumar Ghosh, Abhay Kumar Ghosh, Dilip Kumar Ghosh and Samir Kumar Ghosh.

And whereas Said Dharendra Nath Ghosh, Amar Kumar Ghosh, Abhay Kumar Ghosh, Dilip Kumar Ghosh and Samir Kumar Ghosh, by a Deed of Conveyance Dated 11th September 1998 sold conveyed and transferred All That the land admeasuring 11 cottahs, 2 Chittacks, 37 Sq. Ft. Together with 17 feet common passage laying and situate at Mouza - Syeadpur J.L. No 112, R.S No, 193, Touzi No. 31, Land in R.S. Dag No. 52, 10 Cottahs, 5 Chittacks 37 Sq. Ft, and Land in R.S. Dag No. 51, 13 Chittacks, under Khatian No. 320, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station - Haridevpur formerly Thakurpukur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) together with structure thereon and is in physical possession and control thereof, and free from all encumbrance unto and in favour of APARNA MECHANICALS PRIVATE LTD., and the said indenture was registered before the Additional District Sub Registrar at Behala, 24 Parganas (S) and recorded in Book No. 1, Volume No. 37, Pages 319 to 333, Being No. 1344, for the year 1999.

And Whereas Said APARNA MECHANICALS PRIVATE LTD, herein become the absolute owner of the Subject Property All that the land admeasuring 11 cottahs, 2 chittacks, 37 Sq. Ft. together with 17 feet common passage situate lying at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S. Dag No. 51 and 52, under Khatian No 320, L.R. Khatian No. 2011, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station - Haridevpur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) together with structure thereon.

And Whereas the APARNA MECHANICALS PRIVATE LTD. become the absolute owner of the Subject Property. Agreed to sale the same and One Mr. Shivani Jain was in search of a property & after having knowledge approached APARNA MECHANICALS PRIVATE LTD to sale the subject property. Being approached the owner APARNA MECHANICALS PRIVATE LTD agreed to sale the said property in favour of Mr. Shivani Jain, PAN – ARWPS4832M, i.e. All that the land admeasuring 11 cottahs, 2 chittacks, 37 Sq. Ft. together with 17 feet common passage situate lying at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S & L.R Dag No. 51 and 52, under R.S Khatian No 320, L.R. Khatian No. 2011, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) together with structure thereon to execute the deal an Agreement was executed between the parties on 30th Day of October 2017, with certain terms & conditions & stipulation.

AND WHEREAS as per stipulation the above said Mr. Shivani Jain failed to execute the deal with in the schedule period. Thereafter both parties agreed to sale the property in favour of MATA REALTY & INFRACON, wherein Mr. Shivani Jain being the agreement holder represented her as a confirming party APARNA MECHANICALS PRIVATE LTD as Vendor & MATA REALTY & INFRACON as Purchaser.

AND WHEREAS said APARNA MECHANICALS PRIVATE LTD with the consent of SHIVANI JAIN by virtue of a Deed of Conveyance sold, conveyed and transferred All that piece and parcel of the land measuring more or less 11 Cottahs, 2 Chittacks, 37 Sq. Ft. together with 17 feet common passage lying and situate at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S Khatian No 320, L.R. Khatian No. 2011, R.S and L.R. Dag Nos. 51 and 52, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the local limits of The Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) unto and in

favour of **MATA REALTY & INFRACON** and the said Deed of Conveyance was duly registered at the office of the Additional Registrar of Assurance - I, Kolkata, and recorded in its Book No. I, Volume No. 1901 – 2018, Pages From 106214 to 106249, Being No. 190102604, for the year 1962.

AND WHEREAS after the aforesaid purchase the said firm became the absolute owner of the aforesaid property and got the firm's name mutated in the office of the B L & L R O Sonarpur and also recorded the Firm's name in the assessment record of Rajpur - Sonarpur Municipality and since then the said property is being known and numbered as 2399, Panchpota and the said firm has been possessing and enjoying the said property by paying rates and taxes to the appropriate authority concerned.

AND WHEREAS Said **MATA REALTY & INFRACON**, the Owner herein, entered into an registered Development Agreement Dated 3rd Day of April 2019, with the Developer herein for construction of a G + 4-storied building at the said premises and the said agreement was duly registered at the office of the D.S.R. II, Alipore and recorded in its Book No. I, Volume No. 1602-2019, Pages from 98531 to 98582, Being No. 160202739, for the year 2019, (hereinafter called the Development Agreement) and the Owner has also executed a Development Power of Attorney in favour of the Developer which was also duly registered at the office of the D.S.R. II, Alipore and recorded in its Book No. I, Volume No. 1602-2022, Pages from 298654 to 298668, Being No. 160208540, for the year 2022.

AND WHEREAS the Developer submitted a G + 4 storied building plan before the Kolkata Municipal Corporation and obtained necessary sanction vide Building Plan No. 2022130282, Dated 03/02/2023, (hereinafter called and referred to as the said Plan), consisting of several self contained independent flats, shops, and car parking spaces of the said proposed new building at the said premises.

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AND WHEREAS the Developer has started the construction work of the said Building at the said premises and the Developer, on the basis of the said registered agreement and registered power of attorney and unregistered supplementary Agreement executed by the Vendor, has acquired the right and liberty to enter into any Agreement with the Intending Purchasers/s for sale including execution of Deed of Conveyance/s together with undivided proportionate share of land including the common rights in the new building at the said premises.

AND WHEREAS In pursuance of the said development agreement the Vendor has attained the full right and absolute authority to sale the entire flats, shops and car parking space in the building and upon receiving the entire consideration money from the intending Purchasers, the Developer shall pay and will disburse 38% of sale value to the Vendor in terms of supplementary agreement and remaining 62% of the sale value of the consideration will be retain by the Developer.

THE VENDOR AND THE DEVELOPER HAVE REPRESENTED AND GUARANTEED THE PURCHASERS as follows:

(A) In pursuance of the Agreement and by the strength of the said Sanction Building Plan the Developer has already Completed construction of the new building, hereafter called as "SHREENIKETAN" consisting of several self - contained residential flats, shops and Car parking spaces etc., In the building aforesaid the Developer is now entitled inter - alla **ALL THAT** the residential Flat, being identified as **Flat No.**, on the Floor, WBRERA Area _____ square feet, Balcony Area of Sq.Ft., Built up Area Sq.Ft. Area including Proportionate share of common area Sq.Ft., Area to be registered Sq.Ft. measuring more or less Sq. Ft. carpet area and ----- sq. ft. undivided common service area totaling to sq. ft. salable area on the, side of the Building "**SHREENIKETAN**" at Premises/Holding No. 977, Motilal Gupta Road which is more fully and particularly

mentioned in the **SECOND SCHEDULE** hereinafter collectively called 'The Unit' including undivided proportionate share in the common areas and facilities in the building more fully and particularly mentioned in the Part I & II of the **THIRD SCHEDULE** (hereinafter called the easement) together with undivided proportionate share of land at the said premises which is more fully mentioned in the **FIRST SCHEDULE** hereunder written (the common parts, easements, and the land share hereinafter collectively called rights and properties appurtenant thereto) free from charges, mortgages, claims, demands, liens, lispendens, attachments, acquisition, requisition, vesting, thika tenancy, leases, agreement, arrangements, and/or other encumbrances and/or alienation whatsoever,

(B) The Vendor and the Developer have not entered into any Agreement and/or Arrangement and/or have not done any act, or thing whereby the Vendor's title in respect of the unit and rights and properties appurtenant thereto may get alienated and/or encumbered,

(C) There is no statutory, Judicial and/or quasi Judicial and/or Departmental Order and /or restrictions which may prevent the Vendor and the Developer from transferring and/or conveying the Unit and rights and properties appurtenant thereto to the Purchasers free from all encumbrances.

(D) The Vendor and the Developer have confirmed and guaranteed that upon purchase, the Purchasers shall acquire a clear and marketable title in respect of the said Unit and the rights and the properties appurtenant thereto free from all encumbrances whatsoever and the Vendor further declare that the developer by the strength of the said Power and authority and in terms of the development agreement and subsequent supplementary agreement has acquired the right and liberty to receive the cost of the said unit together with the undivided share of land at the said premises.

(E) The Purchasers herein, after thorough inspection, have been satisfied in all respect regarding papers and documents of title, materials used with all necessary fittings and fixtures about the Building comprising of several self-contained independent flats, shops and spaces and the Purchasers in terms of a agreement for sale dated 2020 agreed to purchase one flat being **Flat No.** on the Floor, WBRERA Area _____ square feet, Balcony Area of Sq.Ft., Built up Area Sq.Ft. Area including Proportionate share of common area Sq.Ft. , Area to be registered Sq.Ft. measuring more or less Sq. Ft. carpet area and ----- sq. ft. undivided common service area totaling to sq. ft. salable area on the, side of the Building "**SHREENIKETAN**" (as was shown in the said sale agreement on approximate basis) at and for a lump sum of price or consideration of **Rs./-** (Rupees Only).and the Purchasers in terms of the sale agreement has time to time paid the aforesaid consideration to the Developer. The Architect of the Developer has taken final measurement of the said area of the **Flat No.**, on the ... Floor, WBRERA Area _____ square feet, Balcony Area of Sq.Ft., Built up Area Sq.Ft. Area including Proportionate share of common area Sq.Ft. , Area to be registered Sq.Ft. measuring more or less Sq. Ft. carpet area and ----- sq. ft. undivided common service area totaling to sq. ft. salable area on the, side including the common areas and as per final measurement the area of the said flat No., in the ... Floor, appears more or less the same area measuring more or less Sq. Ft. salable area and the Purchasers have also agreed and being satisfied to the present final measurement of the said flat no., in the Floor, and hereby give their express consent to the same and undertake not to raise any question or create any dispute in connection with the measurement of the said flat in future and the Developer and the Vendor in their turn with the execution of these presents has agreed to hand over vacant possession of the said unit and the rights and properties appurtenant thereto as booked by the Purchasers complete in all

respect at the entire satisfaction of the Purchasers and the Purchasers also with the execution of this deed of conveyance have taken peaceful possession of the said unit and the rights and properties appurtenant thereto and in pursuance whereof the Vendor hereby selling, conveying and transferring the said **Flat No.** in the ... Floor, and the rights and properties appurtenant thereto and the Developer hereby confirms the same by executing this Deed of Conveyance unto and in favour of the Purchasers forever.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in pursuance of the said Agreement and in consideration of the said total sum of **Rs.**/- (Rupees Only) being the lawful money of the Union of India which is truly paid by the Purchasers on or before execution of these presents to the Developer the receipt whereof the Developer hereby and also by the memo. hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof, the Developer as well as the Vendor forever release, discharge acquit and exonerate the Purchasers and the property hereby granted, transferred and conveyed, the Developer and the Vendor do hereby grant, sell, transfer, convey, assign and assure the same unto and in favour of the Purchasers **ALL THAT** the Flat No., in the ... Floor, WBRERA Area _____ square feet, Balcony Area of Sq.Ft., Built up Area Sq.Ft, Area including Proportionate share of common area Sq.Ft. , Area to be registered Sq.Ft. measuring more or less Sq. Ft. carpet area and ----- sq. ft. undivided common service area totaling to sq. ft. salable area on the, side of the Building "**SHREENIKETAN**" together with undivided proportionate share in the land which is more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder and the rights and properties appurtenant thereto which inter - alia include the proportionate undivided share or interest in the land at the said

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premises described in the **FIRST SCHEDULE** hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in PART - I and II of the **THIRD SCHEDULE** hereto TOGETHER WITH the rights of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Vendor and the Developer in the aforesaid properties and all deeds, pattahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH proportionate right and/or share in roof, all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the properties fall hereafter collectively called ("the property") free from all encumbrances and or alienation whatsoever TO HAVE AND TO HOLD the property including the Units and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force subject to the payment of all taxes, assessment, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the GOVERNMENT OF WEST BENGAL, RAJPUR SONARPUR MUNICIPALITY or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose.

2. THE VENDOR AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows :-

(i) That the interest which the Vendor hereby profess, transfer, subsists and the Vendor have good right, title, full power and absolute authority to grant, convey,

transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Developer hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

(ii) AND THAT the Vendor and the Developer have not at any time done or executed or knowingly suppressed any deeds, documents or writing whereby the Property i.e. the unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

(iii) AND THAT the property (i.e. the unit, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisitions, restrictions, litigations, lispendens, covenants, uses, debutter, trusts, made or suffered by the Vendor and the Developer or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Vendor and the Developer.

(iv) The Purchasers shall and may at all times hereafter peacefully enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the Unit together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for his own use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendor and the Developer or any person or persons lawfully claiming or to claim through under or in trust for the Vendor and the Developer and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed by the Vendor and the Developer.

(v) That the Vendor and the Developer shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) AND THAT the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Vendor and the Developer unto and in favour of the Purchasers.

(vii) The Purchasers shall hereafter have the right to mutate his name in the Records of the Rajpur - Sonarpur Municipality, B.L. & L.R.O. Office or any other authority or authorities concerned, as sole owner of the Unit, rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the unit, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.

(viii) The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in PART I and II of the THIRD SCHEDULE hereunder written.

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendor / Developer shall from time to time and at all times hereafter upon

every reasonable request and at the cost of the Purchasers or at any hearing, suit, to the Purchasers and/or the agent/s of the Purchasers or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Vendor or the Developer as the case may be, shall keep all such documents safe and shall not use any of such document for alienating and/or encumbering the unit, rights and properties in any manner whatsoever.

(x) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer's to rectify such defects within 30 days from the receipt of intimation from the purchaser without further charge.

3. THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows :-

i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings proportionately as described in the FOURTH SCHEDULE hereunder.

ii) The Purchasers shall not raise any unreasonable objection in respect of the said unit and put any requisition concerning the nature, scope and extent thereof.

- iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoings in respect of the unit and the rights and properties appurtenant thereto from the date of delivery of possession of the unit and the rights and properties.
- iv) The Purchasers shall apply for and have the Unit, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.
- v) Until such time the unit and the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions the Purchasers shall deposit the same with the Developer, until the Association is formed by the Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes.
- vi) Upon separation and mutation of the unit and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchasers shall pay such Tax, impositions as may be assessed in respect of the said Unit and the rights and properties directly to the Kolkata Municipal Corporation
- vii) The Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, Water tax etc. in respect of the Building and the unit proportionately.
- viii) The Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to

the default of the Purchasers in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties by the Developer to the Purchasers.

ix) The Purchasers hereby undertake to enter as a member of flat Owners' Association to be formed by the Developer in the newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers undertake that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Developer and thereafter with the Owners' Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the Co - Owners in the Building shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non - fulfillment of their respective obligation hereunder.

xi) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, Plaster, white washing, painting, of the inside wall of the said unit along with, fittings and fixtures therein and shall be kept in a neat and clean decent condition for residential purpose.

XII) If any structural defect and /or damage is/are caused by the instant of the Purchasers at any point of time in that event the developer and/or owners shall not be held responsible in any manner whatsoever. The Purchasers shall be liable to mend such defect forthwith at his own cost without any reference thereto.

4. THE PURCHASERS SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THERE OF :

- i) To interfere with or hinder or obstruct the developer in any manner whatsoever in the construction of the said Building or any part thereof.
- ii) To do anything whereby the Developer is prejudicially affected.
- iii) To throw any rubbish or store any article or combustible goods in the common parts.
- iv) To carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit or any part thereof.
- v) To cause any nuisance or annoyance to the co-Purchasers and/or occupants of the other portions of the said Building and/or unit.
- vi) To decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said Building in any manner.
- vii) To obstruct in any manner the Developer in transferring any right in or on the land, building or other units.
- viii) To claim any partition or sub-division of the said land or the common parts.
- ix) To obstruct the Developer/Association and its surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchasers to enter upon the said unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to

the Purchasers to repair the defects within 7(seven) days of such notice the repairs/defects should be made good at the cost of the Purchasers.

x) To use or allow user of the unit or any portion thereof for the purpose of Restaurant, Hotel, Boarding, Guest House, School, Nursing Home, Hospital, Theatrical performance including Video Parlor or for carrying on such other similar activities or for any business or Trade of any manner, save and except the unit for residential purpose.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring more or less 11 Cottahs, 2 Chittacks, 37 Sq. Ft. together with 17 feet common passage lying and situate at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S Khatian No 320, L.R. Khatian No. 2011, R.S and L.R. Dag Nos. 51 and 52, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the local limits of The Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South), which is more specifically delineated in the site sketch map or plan depicted with Red border line attached hereto and which is butted and bounded as Follows:-

On the North: By property of Saraswati Roy Memorial Education Trust

On the South: By Premises No. 951 Motilal Gupta Road

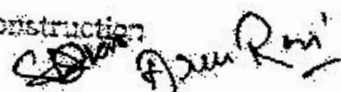
On the East : By 17 Feet Wide K.M.C. Road

On the West: By Premises No. 77 Motilal Gupta Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT complete Flat being identified as **Flat No.....**, in the ... Floor, on the, side, WBRERA Area _____ square feet, Balcony Area of Sq.Ft., Built up Area Sq.Ft. Area including Proportionate share of

Shriwidhi Construction



Partner

common area Sq.Ft. , Area to be registered Sq.Ft. measuring more or less Sq. Ft. carpet area and ----- sq. ft. undivided common service area totaling to sq. ft. salable area consisting of Two Bed Rooms, One Kitchen, Drawing Cum – Dining, Two Toilets, One Balcony in the New Building "**SHREENIKETAN**" together with undivided proportionate share of land as mentioned in the First Schedule herein above including undivided interest in the common area and facilities along with all necessary fittings and fixtures attached therein and thereto in the said Building being the part and portion of Premises/Holding No. 977, Mofillal Gupta Road, under the Kolkata Municipal Corporation, Ward No. 122, in the District of 24 Parganas (S), which is more specifically delineated in the sketch map or Plan depicted in **RED** Border lines attached hereto being the part of this Indenture.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART – I

(Common Parts)

1. Land on which the building is situated and all easements, rights and appurtenance belonging to the said land and the building.
2. The common passage on the ground floor, save and except Car Parking Space and other space on the ground floor unless specifically mentioned.
3. Water Pump, Water Pipes, Overhead water tank, deep – tube well or underground water reservoir and other common plumbing installations.
4. Lift
5. Lift Well.
6. Lift Room.
7. Drainage and Sewers.
8. Septic Tank
9. Boundary Walls and Main & Other Gates.

10. Staircase, Stairs landings, Roof.
11. Ventilation Duct.
12. Transformer

13. Such other common parts, areas, equipment, installations, fixture fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after completion of construction of the building.

PART – II

(The Easements)

1. The right in common with other Purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other Purchasers to get electricity, Water connection from and to any other unit or common parts through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the Building.
3. None of the parties will be entitled to block any passage or to alter any common passage at the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(i.e. common expenses and maintenance of the Building)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating, and replacing the common parts and also the outer walls of the said Building.

2. Insurance premium for insuring the said Building against earth-quake, lightning, riot, fire, damage etc.
3. All charges and deposits for supplies for common utilities and taxes.
4. Costs of getting electricity connection / Generator and any other statutory expenses.
5. All litigation expenses for protecting the title of the said land and Building.
6. All expenses and outgoings as may be deemed by the Developer and/or association/committee to be formed by the Developer to protect the interests/rights of the Purchases/Owner.
7. All expenses referred to above shall be borne and paid proportionately by the Purchasers, Owner on and from the date of taking possession of their respective unit.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED:

IN THE PRESENCE OF:

WITNESSES:

1.

**SIGNATURE OF THE ATTORNEYS
OF THE VENDOR**

2.

.....
SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted and prepared from the office of:

Alok Biswas
Advocate
Alipore Police Court, Kolkata-700027
Enrolment No:

Memo of Receipt

Received a sum of **Rs.**/- (Rupees Only) from
within named Purchasers being the full and final consideration of this conveyance.

MEMO:

By way of Cheque.

Cheque No:

Bank:

Branch:

Dated:

By way of Cheque.

Cheque No:

Bank:

Branch:

Dated:

Rs./-

Rupees Only

In presence of

WITNESSES:

1.

2.

SIGNATURE OF THE DEVELOPER