

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of Two
Thousand Twenty Three (2023)

B E T W E E N

MESSERS ADROSS PRIVATE LIMITED (CIN no.
U43900WB1959PTC024210), a Company incorporated under the
provisions of Companies Act, 1956, having its registered office at Holding
No.- 957, Bidhan Pally, Ward No. 24 under Post & Police Station of
Madhyamgram, Kolkata- 700129, [PAN- AACCA1760E] represented by its
Directors and/or authorized signatories namely, **(1) SRI ASHIM KUMAR
SARKAR** [PAN- AMAPS7120D] & [AADHAAR- 491207502263], son of Late

Contd.p/2..

Birendra Nath Sarkar, by Nationality- Indian, by Faith- Hindu, by Caste- Bengali, by Occupation- Business, residing at Bidhan Pally Bidhan Sarani, P.O.- Madhyamgram, Kolkata- 700129 under Police Station of formerly Barasat and presently Madhyamgram in the District of North 24-Parganas and (2) **MOHIDUL ISLAM** [PAN- AANPI1158E] & [AADHAAR- 885060162792], son of Abdul Ohab, by Nationality- Indian, by Faith- Islam, by Caste- Muslim, by Occupation- Business, residing at P.O.- Beliaghata Bridge, Mathpara, Dogachhiya under Police Station of Deganga, PIN- 743423 in the District of North 24- Parganas, duly authorized vide board resolution dated 18.07.2022 , hereinafter referred to as the **“VENDOR/DEVELOPER”** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees) of the **FIRST PART**

AND

..... [PAN-] [AADHAAR], son/daughter of , aged about , residing at , P.O.- under Police Station of , Kolkata-(PIN-).. in the District of under the State of West Bengal within the territory of India, hereinafter called **“ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

WHEREAS one Mrs. Dorothy Hilda Mac Farlane, wife of Donald Arthur Mac Farlane of 306, Third Avenue, Kharagpur was the owner in respect of ALL THAT piece and parcel of BAGAN landed property measuring an area of

.28 (point twenty eight) Acre, which under record at that point of time in accordance with the ROR under Dag No. 847 of Khatian No. 1456 (old khatian- 110, head khatian 109) which extract from landlord khatian No. 84 and another measuring an area of **.26 (point twenty six) Acre**, which as per ROR record under Dag No.- 854 of Khatian No.- 416, extract from landlord khatian 414 & 413 (KA) and further landed property measuring an area of **1.17 (one point seventeen) Acre** equivalent to 05 (five) Bighas 03 (three) Cottahs 07 (seven) Chittacks more or less, which as per ROR record under Dag No. 494 & 499 of Khatian No.- 528 extract from landlord khatian No. 501 i.e. stated (.28 + .26 +1.17) Acre, which lying and situated under Pargana Anwarpur at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under Police Station of formerly Barasat and presently Madhyamgram in the District of formerly 24-Parganas and presently North 24-Parganas and since possessed said Mrs. Dorothy Hilda Mac Farlane transferred the said property by way of sale on 07.06.1960 unto or in favour of M/s. ADROSS PRIVATE LIMITED, by virtue of a registered Deed of Sale, which registered at District Registrar, the then 24-Parganas and recorded under Book No.- I, Volume No.- 40, Pages- 99 to 106, being No. 1975 for the year 1960 and duly purchased the stated property said M/s. ADROSS PRIVATE LIMITED become the owner and absolutely seized and possessed the same with right title and/or interest in respect of the said property;

AND WHEREAS on 07.06.1960 by virtue of another Deed Mrs. Dorothy Hilda Mac Farlane transferred and/or assigned the landed property measuring an area of .29 (point twenty nine) Acres equivalent to 17 (seventeen) Cottahs 09 (nine) Chittacks more or less, lying and situated under Pargana Anwarpur at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under Khatian No. 1443 (Old No. 84) comprised in Dag

No. 498 under Police Station of formerly Barasat and presently Madhyamgram in the District of formerly 24-Parganas and presently North 24-Parganas. Be it specified that by Indenture of Perpetual Lease bearing date 19.05.1953 and made between Eric Albert Marshall therein described of the One Part and the Assignor therein described of the Other Part i.e. Mrs. Dorothy Hilda Macfarlane, the said Eric Albert Marshall granted transferred and leased out ALL THOSE LANDS hereditaments and premises situate lying at Mouza- Udayrajpur under the then Police Station of Barasat and Sub-Registry Office at Barasat, District 24-Parganas particularly described in the SCHEDULE to the said Indenture of Lease and also to the SCHEDULE and considering such the Assignor as Perpetual Lessee was in absolute possession of the said land hereditaments and premises since the date of the said Indenture of Lease and the Assignor, Mrs. Dorothy Hilda Macfarlane agreed to sell and the Assignee M/s. Adross Private Limited agreed to purchase the Assignor's leasehold interest and/or right in the said land hereditaments and premises particularly described in the SCHEDULE to the said Indenture of Lease as also to the SCHEDULE hereunder written and intended to be hereby assigned and/or conveyed at or the price as specified therein and the area of the said land as leasehold interest of the said Assignor was/is .29 (point twenty nine) Acres equivalent to 17 (seventeen) Cottahs 09 (nine) Chittacks more or less and considering said Deed the Assignee has on due and proper enquiry been thoroughly satisfied with the good and assignable title of the Assignor and the amount as stated in the said Deed, paid by the Assignee to the Assignor and the deed being executed in the Office of the District Registrar, 24-Parganas and recorded vide Book No.- I, Volume No. 29, Pages- 201 to 206, being No. 1976 for the year 1960 and considering said Deed and/or by virtue of these presents

transfer and assign unto the Assignee (Messers Adross Private Limited), the land hereditaments and premises particularly described in the SCHEDULE thereunder and by virtue of the said Deed the Assignor clearly confirmed that the Assignor (Mrs. Dorothy Hilda Mac Farlane) by Law have good right to assign the said premises unto the Assignee (Messers Adross Private Limited) in perpetuity and in manner as stated in the said Deed and the Assignee shall have every right peaceably and quietly possess and enjoy the said premises and the said property was/is free from all encumbrances and the First Part herein also shall have every right to do and execute or cause to be done or executed all such acts deeds and tings whatsoever and considering entire scenario it is established fact that the First Part herein is the absolute owner in respect of the landed property as specified;

AND WHEREAS duly purchased the said landed property the said Company, ADROSS PVT. LTD. mutated the same in the concerned local authority and after mutation the said landed property being mutated in the name of the said Company and being established under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448;

AND WHEREAS considering the Deed being No. being No. 1975 for the year 1960 as well as the Deed being No. being No. 1976 for the year 1960 the Adross Pvt. Limited become the absolute owner in respect of the landed property measuring an area of (.28 + .26 +1.17) Acre & .29 (point twenty nine) Acres;

AND WHEREAS in the meantime the Directors being changed and the said Company, ADROSS PVT. LTD. started to act vide Registration No. 034210 under incorporation No. CIN-U43900WB1959PTC024210 of Holding No.-

957 of Bidhan Pally, Ward No. 24 under Post & Police Station of Madhyamgram, Kolkata- 700129 with Corporate Identity Number U28991WB1959PTC024210/U43900WB1959PTC024210 as approved by the Ministry of Corporate Affairs dated 22.03.2023 and considering Memorandum of Association and Articles of Association said Sri Ashim Kumar Sarkar, son of Birendra Nath Sarkar & Mohidul Islam, son of Abdul Ohab being entitled to represent the Company as Directors and furthermore, the said Company, also enlisted by virtue of Permanent Certificate of Enlistment duly issued by Madhyam Municipality vide Certificate No. 0917P12812383287 dated 12.04.2023 with a view to act by the Directors of the Company, Adross Pvt. Ltd., Sri Ashim Kumar Sarkar & Mohidul Islam to do the act in the land being known as 9, Hemanta Bose Sarani, P.O. & P.S.- Madhyamgram of Ward No.- 11, PIN- 700129 in the District of North 24-Parganas;

AND WHEREAS being as sole owner the said Company intend to develop the said landed property measuring an area of 1.62 Acre equivalent to **6524.154 Sq. Mtr. and/or 04 (four) Bighas 17 (seventeen) Cottahs 08 (eight) Chittacks 26 (twenty six) Sq. Ft.** more or less duly convert the same **from** Karkhana/Bagan **to** Housing Complex and considering that vide ref. No. L-13011(11)/5/2013-DL& LRO/RO/127264 dated 21.01.2016 related with case no. C-29/2013 of ADM & LRO, North 24-Parganas duly embodied the signature of Additional District Magistrate and District Land & Land Reforms Officer, North 24-Parganas, Barasat converted the said landed property as Housing Complex under L.R. Khatian No. 5788 comprising in L.R. Dag Nos. 1441, 1448 & 2252 in respect of the landed property $0.76+0.59+0.54 = 1.89$ (as converted) but the land being taken place upon 1.62 Acre of land as Housing Complex under development;

AND WHEREAS upon sufficient entitlement the said Company, ADROSS PVT. LTD. now, desire to construct the new building and/or Housing complex over and above of the landed property measuring an area of **1.62 Acre and/or 6524.154 Sq. Mtr.** more or less **Sq. Mtr. and/or 04 (four) Bighas 17 (seventeen) Cottahs 08 (eight) Chittacks 26 (twenty six) Sq. Ft.** more or less and with a view to effectuate that the Directors of the said Company applied to the concerned local authority of Madhyamgram Municipality with a view to sanction the building plan and considering such appeal the Madhyamgram Municipality sanctioned the building plan **(A)** i.e. G+5 as BLOCK- A an area of 3858.38 SQM., **(B)** i.e. G+5 as BLOCK- B an area of 4010.81 SQM., **(C)** i.e. G+5 as BLOCK- C an area of 3927.52 SQM., **(D)** i.e. G+5 as BLOCK- D an area of 5055.34 SQM., **(E)** i.e. G+5 as BLOCK- E an area of 2269.52 SQM. that is to say total 05 (five) Towers to be constructed over and above of the said landed property measuring an area of **04 (four) Bighas 17 (seventeen) Cottahs 08 (eight) Chittacks 26 (twenty six) Sq. Ft.** more or less, vide No.- COM-100/MM/2022-2023 duly approved the same on 28.03.2023;

AND WHEREAS the Vendor/Developer of the First Part being as absolute and lawful owner of **1.62 Acre and/or 6524.154 Sq. Mtr. and/or 04 (four) Bighas 17 (seventeen) Cottahs 08 (eight) Chittacks 26 Sq. Ft.** more or less, being Premises known as 9, Hemanta Bose, Sarani, lying and situated at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448 under Post & Police Station of formerly Barasat and presently Madhyamgram within the local limits of Madhyamgram Municipality of Ward No.- 11, PIN- 700129 in the District of formerly 24-Parganas and presently North 24-Parganas, completed the construction of **BLOCK-** and

shall have every right to transfer all of the Flats, Garages and/or Spaces of the said Tower and/or said particular G+5 storeyed being known as TOWER/BLOCK- of the building, being Premises known as **“RADHARANI HOUSING COMPLEX”**, 9, Hemanta Bose Sarani under Post & Police Station of Madhyamgram of Ward No.- 11, PIN- 700129 in the District of North 24-Parganas;

AND WHEREAS now, the Vendor/Developer intend to sale **ONE COMPLETE FLAT** consist of (.....) Bedrooms, (.....) Dinning cum Drawing Space, (.....) Balcony, (.....) Kitchen & (.....) cum Priviy/s admeasuring **Carpet area** (.....) **Sq. Ft. more or less equivalent to** (.....) **Sq. Mtr.** more or less and **Covered area of** (.....) **Sq. Ft.** more or less **equivalent to** (.....) **Sq. Mtr.** more or less and measuring an area of (.....) **Sq. Ft.** more or less **equivalent to** (.....) **Sq. Mtr.** more or less **Super built up of area and/or Salable area**, being **Flat No.-** of **TOWER/BLOCK-** ..., located at **Floor** towards **Side/Corner** of the building **AND one covered Garage space being No.** under the roof of the said building but not covered with boundary wall as well as shutter **measuring carpet area of** (.....) **Sq. Ft. equivalent to** (.....) **Sq. Mtr.** more or less, which admeasuring an area of (.....) **Sq. Ft.** more or less **equivalent to** (.....) **Sq. Mtr.** more or less **as super built up of area and/or saleable area** for the purpose of four wheeler car parking, located at **Ground Floor** of the said building namely, **“RADHARANI HOUSING COMPLEX”**, being known as 9, Hemanta Bose Sarani, P.O. & P.S.- Madhyamgram of Ward No.- 11, PIN- 700129 in the District of North 24-Parganas, which is more fully and particularly described in the **SCHEDULE- B**, hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID FLAT AND**

GARAGE” including all common rights, amenities and/or facilities of the said building as referred in the **SCHEDULE** hereunder written together with undivided impartible proportionate share of the said landed property, described in the **SCHEDULE- A** hereunder written, at or for total consideration amounting to **Rs./- (Rupees) only** in respect of the said **FLAT** and the consideration worth of **Rs./- (Rupees) only** in respect of the said **GARAGE** i.e. conjointly **Rs./- (Rupees..... ..) only** in respect of the said **FLAT** and **GARAGE** both;

AND WHEREAS the Purchaser/Allottee/s herein offered to the Vendor/Developer with a view to purchase the aforesaid Flat & Garage and the Vendor/Developer accepted the same and now, the Vendor/Developer agreed to sell and the Purchaser/Allottee/s agreed to purchase all that said Flat including Garage and/or immovable property described in the **SCHEDULE- B** hereunder written at or for total consideration amounting to **Rs./- (Rupees) only** in respect of the said **FLAT & GARAGE** both and with a view to effectuate such sale the Purchaser/Allottee herein entered into an Agreement for Sale on with the Vendor/Developer herein as per several terms and conditions written therein and the Purchaser/Allottee/s herein have paid the advance and/or part payment in different intervals and the balance and/or final consideration of the said Flat including Garage also paid by the Purchaser/Allottee/s to the Vendor/Developer as per memo of consideration hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement as well as in pursuance of the offer and acceptance and also in

consideration at or for total amount worth of **Rs./- (Rupees**) **only** well and sufficiently paid by the Purchaser/Allottee/s herein on or before the execution of these presents to the Vendor/Developer herein as per Memo of Consideration hereunder written and the receipt whereof the Vendor/Developer doth hereby admits and acknowledges for the same and every part thereof and the Vendor/Developer do hereby forever grant, convey, transfer, assign and assure unto or in favour of the Purchaser/Allottee/s, free from all sorts of encumbrances by way of sale **ALL THAT one Complete Flat** admeasuring **Carpet area** (**.....**) **Sq. Ft. more or less equivalent to** (**.....**) **Sq. Mtr. more or less and Covered area of** (**.....**) **Sq. Ft. more or less equivalent to** (**.....**) **Sq. Mtr. more or less and measuring an area of** (**.....**) **Sq. Ft. more or less equivalent to** (**.....**) **Sq. Mtr. more or less Super built up of area and/or Salable area, being Flat No.-** of **TOWER/BLOCK-** ..., located at **Floor** towards **Side/Corner** of the building **AND one covered Garage space being No.** under the roof of the said building but not covered with boundary wall as well as shutter **measuring carpet area of** (**.....**) **Sq. Ft. equivalent to** (**.....**) **Sq. Mtr. more or less, which admeasuring an area of** (**.....**) **Sq. Ft. more or less equivalent to** (**.....**) **Sq. Mtr. more or less as super built up of area and/or saleable area** for the purpose of four wheeler car parking, located at **Ground Floor** of the said building namely, **“RADHARANI HOUSING COMPLEX”**, being known as 9, Hemanta Bose Sarani, P.O. & P.S.- Madhyamgram of Ward No.- 11, PIN- 700129 within the local limits of Madhyamgram Municipality in the District of North 24-Parganas, described in the **SCHEDULE- B** hereunder written and hereinafter be referred as the **“SAID FLAT AND GARAGE”** together with

undivided impartible proportionate share of the land on which said building erected, more fully and particularly described in the **SCHEDULE- A** hereunder written, including all common facilities and/or amenities in respect of the common parts and portions of the said building as well as the common expenses, HOWSOEVER the said building on which the said Flat and Garage both are situated presently known as **“RADHARANI HOUSING COMPLEX”** being known as 9, Hemanta Bose Sarani, P.O. & P.S.- Madhyamgram of Ward No.- 11, PIN- 700129 within the local limits of Madhyamgram Municipality in the District of North 24-Parganas TOGETHER WITH all the benefits of common and/or other rights particularly easements, quasi-easements, appendages, appurtenances including all right, title and/or interest WHATSOEVER of the Vendor/Developer and the Vendor/Developer hereby sold, transferred, conveyed unto the Purchaser/Allottee/s forever AND the Vendor/Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat including Garage and every part thereof unto the Purchaser/Allottee/s herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Purchaser/Allottee/s including his heirs, executors, administrators, legal representatives and assigns AND the Purchaser/Allottee/s herein shall and may at all times hereafter peaceably and quietly possess and enjoy the said **Flat** being **Flat No.-** of **TOWER/BLOCK-**, located at **Floor** towards **Side/Corner** of the building admeasuring **Carpet area** (.....) **Sq. Ft. more or less equivalent to** (.....) **Sq. Mtr. more or less and Covered area of** (.....) **Sq. Ft. more or less equivalent to** (.....) **Sq. Mtr. more or less and measuring an area of** (.....) **Sq. Ft. more or less equivalent to**

(.....) **Sq. Mtr.** more or less **Super built up of area and/or Saleable area** AND **one covered Garage space being No.** under the roof of the said building but not covered with boundary wall as well as shutter measuring **carpet area of** (.....) **Sq. Ft. equivalent to** (.....) **Sq. Mtr.** more or less, which admeasuring an area of

(.....) **Sq. Ft.** more or less **equivalent to** (.....) **Sq. Mtr.** more or less **as super built up of area and/or saleable area** for the purpose of four wheeler car parking, located at **Ground Floor** of the said building namely, **“RADHARANI HOUSING COMPLEX”** of the said demised building and every part thereof AND TO HAVE AND TO HOLD the same forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor/Developer or any person or persons lawfully or equitably claiming from or under in trust for them. The Vendor/Developer do hereby declare that the entire property including the said Flat and Garage are free from all sorts of encumbrances, liens, mortgages, lispence etc. whatsoever and shall always indemnify and cost to be indemnified unto the Purchaser/Allottee/s for any loss suffered by the Purchaser/Allottee/s due to the un-cleared title of the said property. Further, the Vendor/Developer shall and will from time-to-time and at all times hereafter at the request and cost of the Purchaser/Allottee/s or his/her/their heirs, executors, successors and legal representatives do or execute or cost to be done or executed all such further acts, deeds and things whatsoever for better and more perfectly assuring the said Flat including Garage and every part thereof AND further, the Vendor/Developer also doth hereby covenant with the Purchaser/Allottee/s herein, are as follows:

1. **THAT** notwithstanding anything before done or suffered to the contrary the Vendor/Developer have good and perfect ownership right, title and/or interest, authority to sell, convey, transfer the said flat including garage as fully described in the **SCHEDULE- B** hereunder written hereby sold, conveyed and/or transferred unto the Purchaser/Allottee/s in the manner as stated aforesaid;
2. **THAT** there are neither any encumbrances, charges, trust, liens, attachments, claims or demands whatsoever in respect of the said flat including garage and every part thereof nor any suit or proceedings in any manner pending in respect of the said flat including garage and/or the said building or premises;
3. **THAT** the Vendor/Developer shall and will and at all times indemnify and keep indemnified and keep harmless to the Purchaser/Allottee/s against all claims and/or demands whatsoever in respect of the said flat and garage and every part thereof hereby sold and/or conveyed and make good to the Purchaser/Allottee/s against all losses, costs and expenses that may be incurred or occurred or suffered by reasons of any defect or deficiency in the title of the Vendor-Owner/Developer in respect of the said flat and garage including the land and/or the said building on which the said flat and garage both are situated;
4. **THAT** the Vendor/Developer shall at all times do and execute at the costs and expenses of the Purchaser/Allottee/s all such further acts, deeds and/or things and assurances as may be reasonably required by the Purchaser/Allottee/s for better or further effecting and assuring the conveyance hereby made or the title of the Purchaser/Allottee/s in

respect of the said flat including garage and every part thereof hereby sold and conveyed.

Furthermore, the Purchaser/Allottee/s hereby covenants with the Vendor/Developer herein are as follows:

1. **THAT** the Purchaser/Allottee/s shall use the said flat for residential purposes only and the said garage for the purpose of own car parking. The Purchaser/Allottee/s shall also pay from the date of possession of the said flat including garage the proportionate share of the consolidated Municipal Taxes of the said building from time-to-time until and unless the mutation of the said Flat including garage in favour of the Purchaser/Allottee/s herein shall be completed but the Purchaser/Allottee/s shall also pay all other impositions including betterment fee if any, in that behalf which shall be decided between the Purchaser/Allottee/s and all other Purchasers or Occupiers including Vendor/Developer herein of the said building;
2. **THAT** the Purchaser/Allottee/s herein shall be the member of the Society, Syndicate or Association to be formed consisting of all the Purchaser/Allottee/s, Owner or Occupiers of all the Flats, Shops, Garages and/or Spaces of the said building for the purpose of management, maintenance, administration and/or control of and the use of the said building and particularly the common parts and portions of the said building and the Purchaser/Allottee/s shall have to pay the proportionate cost of the Association, to be formed in terms of the agreement executed on, which is part of this deed and shall always will be treated as the part of these presents;

3. **THAT** the Purchaser/Allottee/s have examined the building plan and the title of the Vendor in respect of the said property and the common parts and portions of the said building including the said flat and garage and have fully satisfied with regard to the title of the Vendor, the plan and nature of construction and shall not raise any claim and/or demand whatsoever against the Vendor/Developer herein;
4. **THAT** the Purchaser/Allottee/s will pay all of the cost and expenses including impositions in connection with the said flat and/or building in terms of the agreement dated on or before taking possession in respect of the said flat and garage and will comply the terms of the said agreement on or before taking possession;
5. **THAT** the Purchaser/Allottee/s shall not obstruct the Vendor and/or Vendor/Developer including the Association, Society, Company or Syndicate for its different acts relates with the common purposes of the said building and the Purchaser/Allottee/s shall not be permitted to cause injury, harm or damage in common parts and portions of the said building by making or erecting any addition or alteration thereof including alteration of the outer portion of elevation or colour scheme of the said building or shall not throw or accumulate or cause to be thrown or accumulated any dirt or rubbish or other refuses within the said flat or in common part or the common portions of the building save and except indicated place for the purposes or shall not place or cause to be placed any article or object in the common portions of the said building and/or shall not store or accumulate any obnoxious, noisy, illegal and inflammable article and/or things including immoral activity in the said flat including garage or anywhere else in the said building;

6. **THAT** the Purchaser/Allottee/s at his/her/their own costs and expenses beside the joint Electric Meter will install separate Electric Meter for the said flat at common Meter Room of the demised building;

7. **THAT** the Purchaser/Allottee/s shall have common right in the roof of the building. The roof/terrace of the said building shall always be the property of the Vendor/Developer but the Purchaser/Allottee/s shall have the right subject to the knowledge of the Vendor/Developer and other Purchaser of flats to use the roof purely on temporary basis as common facilities and have the liberty to refresh himself/herself/themselves including his/her/their family members with fresh air, drying cloths and holding of social/marriage function by erection of pandal but as soon as the function is over, the said pandal etc. shall be removed and in any event if any construction will come into existence in the roof itself under such circumstances the common right of the roof will be shifted to the ultimate roof of the building and to that effect Purchaser/Allottee including holding organization shall have no right to raise any objection under any circumstances whatsoever.

It is further to be mentioned that the Purchaser/Allottee/s shall have common title and interest in the soil on which the said building is erected and the said soil shall remain joint for all time with the other Co-owners of the said building including the Vendor/Developer herein and the said land is impartible. The said flat and garage together with undivided proportionate impartible share of the land including the right of all common parts and portions of the said building is heritable and transferable like any other

immovable property and the Purchaser/Allottee/s herein have the absolute right and authority to sell, transfer, mortgage, let out or any other mode in respect of the said flat.

COMMON PORTION TO THE CO-OWNERS OF THE SAID BUILDING:

- a) The land, open space, septic tank, drain, pathways, boundary walls, main gate, etc. in the said building.
- b) General lighting of common portion.
- c) Drain and sewers from the building to the Municipal connection drain and/or sewerage.
- d) Common pump and/or water source and common water reservoir.

COMMON PARTS OF THE SAID BUILDING:

- 01) Land under the said building described in the SCHEDULE- A hereunder written.
- 02) Staircase & Staircase landing and the ultimate roof of the said building as common considering the terms as referred hereinabove.
- 03) Lift of the said building and machineries thereof.
- 04) Water Motor-Pump, Water Reservoir, Overhead Water Tank and distribution pipes in different flats as well as Generator backup.
- 05) Water and Sewerage evacuation pipes from the different flats to the drain.

EASEMENT RIGHT

The Co-owners, Occupiers, the Vendor, Society, Syndicate or Association shall allow each other the following easement and quasi-easement right and privilege:

- a) Right to common passage in all the common portions in each of and every part of the said building including the said unit together with connection for Pipes, Cables etc. to the extent necessary.
- b) Right of protection of each portion of each other.

- c) Absolute unfettered and unencumbered right over the common parts and portions.
- d) Right in support or easement and appurtenances usually held used, occupied or enjoyed as part and parcel of the said undivided proportionate share and/or the said unit.
- e) Right with or without workmen and necessary materials to enter upon the said building including said unit and any other unit for the purpose of repairing any of the common parts and portions or any appurtenances to any unit and/or anything comprised in any unit in all such cases giving previous notice in writing to the Co-owners affected thereby save and except the new construction over and above of the roof of the said building.
- f) The right of access in common with Vendor or other Occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the open and covered space, staircase, lift, shallow electrical installation etc.

TAXES AND IMPOSITIONS

- A) Until such time as the flat comprised in the said unit be separately assessed and/or mutated in respect of the Municipal Taxes, Taxes or Impositions, the Purchaser/Allottee shall from the date of occupation and/or after completion of the registration of the said unit, whichever is earlier, bear and pay such proportion of such Local Bodies Rates and Taxes or Impositions as may be deemed reasonable from time to time by Vendor or Syndicate, Society, Association upon its formation.
- B) Apart from the amount of such Local Taxes, the Purchaser will also bear and pay all other taxes or impositions including Multi-Storeyed building tax, Urban Land Tax if and when necessary in respect of the said building proportionately and/or for the said unit wholly.
- C) All proportionate cost for maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, redecorating, including the other walls of the said building and boundary walls as determined by the Society, Association, Syndicate to be formed.
- D) The costs of cleaning and lighting the passage, landing, staircase, lift and its machineries and other common parts of the said building.

- E) The cost of maintenance of the lift and its machineries.
- F) The cost of redecoration of the exterior building.
- G) Insurance premium of the said building for installation like motor pump set, tube well etc. against all types of risks.
- H) Such other expenses as are deemed by the Vendor or the Society, Syndicate or Association necessary or incidental for the maintenance of and up-keep of the building and/or general common areas/facilities.

SCHEDULE- A ABOVE REFERRED TO:

(THE DESCRIPTION OF THE SAID PROPERTY INCLUDING SAID BUILDING)

ALL THAT proposed multi-storeyed and/or G+5 storeyed building namely, “RADHARANI HOUSING COMPLEX” standing over and above piece and parcel of the landed property measuring an area of 1.62 Acre equivalent to **6524.154 Sq. Mtr. and/or 04 (four) Bighas 17 (seventeen) Cottahs 08 (eight) Chittacks 26 (twenty six) Sq. Ft.** more or less, lying and situated at Mouza- Udayrajpur of Touzi No. 146, R.S. No.- 6 of J.L. No.- 43 under L.R. Khatian No. 5788 comprised in L.R. Dag Nos. 2252, 1441 & 1448 under Post & Police Station of formerly Barasat and presently Madhyamgram within the local limits of Madhyamgram Municipality of Ward No.- 11, PIN- 700129 in the District of formerly 24-Parganas and the said land is butted and bounded are as follows:

ON THE NORTH BY :

ON THE SOUTH BY :

ON THE EAST BY :

ON THE WEST BY :

SCHEDULE- B ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SAID FLAT AND GARAGE)

ALL THAT one self-contained **COMPLETE RESIDENTIAL FLAT** consist of
.... (.....) Bedrooms, (.....) Dinning cum Drawing Space, (.....)
Balcony, (.....) Kitchen & (.....) cum Priviy/s admeasuring **Carpet**
area (.....) **Sq. Ft. more or less equivalent to**
.... (.....) **Sq. Mtr.** more or less and **Covered area of** (.....) **Sq. Ft.**
more or less **equivalent to** (.....) **Sq. Mtr.** more or less and measuring
an area of (.....) **Sq. Ft.** more or less **equivalent to** (.....) **Sq. Mtr.**
more or less **Super built up of area and/or Salable area**, being **Flat No.-**
..... of **TOWER/BLOCK-** ..., located at **Floor** towards
Side/Corner of the building AND **one covered Garage space being No.**
..... under the roof of the said building but not covered with boundary wall
as well as shutter **measuring carpet area of** (.....) **Sq. Ft. equivalent to**
.... (.....) **Sq. Mtr.** more or less, which admeasuring an area of (.....) **Sq.**
Ft. more or less **equivalent to** (.....) **Sq. Mtr.** more or less **as super**
built up of area and/or saleable area for the purpose of four wheeler car
parking, located at **Ground Floor** of the said building namely,
“RADHARANI HOUSING COMPLEX”, being known as 9, Hemanta Bose
Sarani, P.O. & P.S.- Madhyamgram of Ward No.- 11, PIN- 700129 in the
District of North 24- Parganas, including all common rights amenities and

facilities of the said building together with undivided impartible proportionate share of the land on which the said building is erected as mentioned in **SCHEDULE- A** hereinabove.

IN WITNESSETH WHEREOF the Vendor/Developer including the Purchaser/Allottee/s have hereunto set and subscribed their respective seals, signatures on the day, month and year FIRST above written.

Signed and delivered in presence of:

WITNESSES:

1. _____ 1. | _____

2. _____ 2. | _____

**SIGNATURE OF THE
VENDOR/DEVELOPER
RADHARANI HOUSING COMPLEX
DIRECTORS
ASHIM KUMAR SARKAR & MOHIDUL ISLAM**

**SIGNATURE OF THE
PURCHASER/ALLOTTEE/S**

MEMO OF CONSIDERATION

Received Rs./- (Rupees) only by Cheque being No. dated with Drawee Bank namely,, Branch i.e. **total amount Rs./- (Rupees)** only in respect of the cost of said Flat and Garage only.

WITNESSES:

- 1. _____
- 2. _____

**SIGNATURE OF THE
VENDOR/DEVELOPER
RADHARANI HOUSING COMPLEX
DIRECTORS
ASHIM KUMAR SARKAR & MOHIDUL ISLAM**

2.

Drafted by:

Uttam Kumar Sarkar [ADVOCATE],
Calcutta High Court,
Enrolment No. F-733/700-03.
“*LAW CHAMBER*”, Bharati Apartment,
Ground Floor, Room No.- 2,
23, T.N. Chatterjee Street,
Kolkata – 700 090.

Typed by:

Mukti Sarkar,
7/1, Dr. Nilmoni Sarkar Street,
Kolkata – 700 090.