

# DEED OF CONVEYANCE

(ONE NEW RESIDENTIAL FLAT)

THIS DEED OF CONVEYANCE is made in the city of Kolkata on \_\_\_\_\_<sup>TH</sup> day of January'2024 (Two Thousand and Twenty-Four) in the Christian era.

BETWEEN

**SURESHAM ENCLAVE PRIVATE LIMITED** (PAN : AASCS5502J) a Private Limited Company incorporated under the Companies Act, 1956 (CIN: U45400WB2012 PTC187323) having its registered Office at Plot No 180, Block DD, Street No 295, New Town, Post Office – New Town, Police Station – New Town, Kolkata – 700156, District – North 24 Parganas, West Bengal represented by its “**Director**” **SRI SUSHANT MEHER** (PAN : DUEPM0033C) (Aadhaar No: 8844-4538-2349) son of Late Tulsi Meher, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 3E, Sristi Plaza, Salua Bazaar, Post Office – Rajarhat-Gopalpur, Police Station – Airport, Kolkata – 700136, North 24 Parganas hereinafter shall be referred to as the “**OWNER/DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and/or assigns-in-interest) of the **FIRST PART**

**AND**

\_\_\_\_\_ (PAN \_\_\_\_\_) (Aadhaar No \_\_\_\_\_) son/wife of \_\_\_\_\_, by faith - \_\_\_\_\_, by Nationality - Indian, by occupation - \_\_\_\_\_, Residing at \_\_\_\_\_, West Bengal, hereinafter called and referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his/her heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **SECOND PART**

THE HISTORY OF TITLE IS GIVEN IN DETAILS BELOW

WHEREAS one Sri Gangadhar Mondal got the Shali land measuring more or less 09 Decimals more or less comprised in R.S. and L.R. Dag No 2018 by virtue of a ‘Rayati Bandobosto Patra’ dated 03.08.1994 and was executed by Government of West Bengal vide RS Case No 2/1994 Sl. No. B.L. & L.R.O. Rajarhat and also B.L. & L.R.O. Rajarhat issued L.R. Khatian No. 2417 in the name of said Sri Gangadhar Mondal as an owner.

AND WHEREAS one Bijoli Mondal got the Shali land measuring more or less 07 Decimals comprised in R.S. and L.R. Dag No. 2018 by virtue of a Rayati Bondobosto Patra dated 03.08.1994 and was executed by Government of West Bengal vide RS Case No 2/1994 Sl. No. 16 of B.L. and L.R.O. Rajarhat and B.L. and L.R.O. Rajarhat issued L.R. Khatian No. 2418 issued L.R. Khatian No. 2418 in the name of said Bijoli Mondal as an owner.

AND WHEREAS the said Gangadhar Mondal died intestate on 23.08.2011 leaving behind his wife Smt Pratima Mondal and two daughters namely Smt Sefali Mondal and Smt Shyamali Mondal as his legal heiresses who inherited the said Gangadhar's property in equal share and got their names mutated in the records of B.L. & L.R.O. Rajarhat in L.R. Khatian No 2818, 2819 and 2420.

AND WHEREAS by a Deed of Conveyance dated 14.12.2012 made between the said Smt. Pratima Mondal, Smt. Shyamali Mondal, Smt. Shefali Mondal and Smt. Bijoli Mondal therein referred to as the Landowner/Vendors of the First Part and 1) Suresham Enclave Pvt. Ltd. 2) Aryan Barter Pvt. Ltd. and 3) Mounthill Realty Pvt. Ltd. Therein jointly referred to as the Purchaser of the Second Part and Sri Harish Chandra Mondal and Sri Sankar Mistri therein jointly referred to as the Confirming Parties of the Third Part and registered before the Office of the District Sub Registrar-II, North 24 Parganas and recorded in Book No I, CD Volume No 64, Pages from 3231 to 3259, Being No 18099 for the year 2012, the said Smt. Pratima Mondal, Smt. Shyamali Mondal, Smt. Shefali Mondal and Smt. Bijoli Mondal for the consideration mentioned therein, sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser therein ALL THAT a part and parcel of (i) Shali land measuring more or less 09 Decimals comprised in R.S. and L.R. Dag No 2018 recorded in L.R. Khatian No 2818, 2819 and 2820 and (ii) Shali land measuring 07 Decimals comprised in R.S. and L.R. Dag No 2018 recorded in L.R. Khatian No 2418 aggregating to a total area of land measuring more or less 16 Decimals lying and situated at Mouza – Chakpanchuria, J.L. No 33, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the District of North 24 Parganas, West Bengal, PIN: 700136 and for the sake of brevity hereinafter referred to as the “SAID TOTAL PROPERTY”.

AND WHEREAS after purchase the said Suresham Enclave Private Limited, Aryan Barter Pvt. Ltd. and Mounthill Realty Pvt. Ltd. Became the joint and absolute Owner of the said

Total Property each having undivided 1/3<sup>rd</sup> equal share and mutated their names in the records of the B.L. and L.R.O. Rajarhat in Khatian No 2941, 2939 and 2940 respectively and paying Khajna regularly.

AND WHEREAS joint possession and enjoyment of the said property land caused various inconveniences and other difficulties on the part of all parties hereto and being undivided 1/3<sup>rd</sup> equal share in the said total property all parties had mutually decided to make amicable partition of the said Total Property by division and partition of the same in metes and bounds and for the same purpose they executed a Deed of Partition dated on 18.12.2020 and registered before the Office of the Additional Registrar of Assurance I, Kolkata and recorded in Book No I, Volume No 1901-2021, Pages from 115 to 152, Being No 190105365 for the year 2020 and three equal divisions were mutually made as shown in Plan annexed thereto and marked as Plot No 'A', Plot 'B' and Plot 'C', the Plot 'A' was allotted to the said **SURESHAM ENCLAVE PRIVATE LIMITED** and Plot 'B' was allotted to the said Aryan Barter Pvt. Ltd and Plot 'C' was allotted to the said Mounthill Realty Pvt. Ltd.

AND WHEREAS the Owner/Vendor herein by execution and registration of a Deed of Conveyance dated 22.04.2021 registered before the Office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No - I, Volume No 1904-2021, Pages from 241996 to 242030, Being No 190404940 for the year 2021, purchased the ALL THAT piece and parcel of Shali land being Plot No B admeasuring an area of more or less 5.33 Decimals comprised in R.S. and L.R. Dag No 2018, recorded in L.R. Khatian No 2939 lying and situated at Mouza – Chakpanchuria, J.L. No 33 under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, District – North 24 Parganas together with easement rights for access and user of the said property at a valuable consideration amount mentioned therein.

AND WHEREAS the Owner/Vendor herein by execution and registration of a Deed of Conveyance dated 14.09.2021 registered before the Office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No I, Volume No 1904-2021, Pages from 418329 to 418367, Being No 190409655 for the year 2021, purchased the ALL THAT piece and parcel of Shali land being Plot No C admeasuring an area of more or less 5.34 Decimals comprised in R.S. and L.R. Dag No 2018, recorded in L.R. Khatian No 2940 lying

and situated at Mouza – Chakpanchuria, J.L. No 33 under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, District – North 24 Parganas together with easement rights for access and user of the said property at a valuable consideration amount mentioned therein.

AND WHEREAS the Owner/Vendor herein by way of the aforesaid manner after becoming owner of the entire land of more or less 16 Decimals in the abovementioned Dag and Khatian numbers, applied for conversion of the said entire land part by part before the concerned office of the B.L. and L.R.O. Rajarhat vide Case No CN/2022/1507/343 for conversion of an area of more or less 05 Decimals of land appertaining to L.R. Dag No 2018, L.R. Khatian No 4240; Case No CN/2022/1507/345 for conversion of an area of more or less 06 Decimals of land appertaining to L.R. Dag No 2018, L.R. Khatian No 4189 and for conversion of an area of more or less 05 Decimals of land appertaining to L.R. Dag No 2018, L.R. Khatian No 2941 and thus the entire land of more or less 16 Decimals got converted from Shali to Bastu on the basis of the said conversions and mutated its name before the record of the L.R. R.O.R. of the B.L. and L.R.O. Rajarhat. Dist. North: 24 Parganas.

INTENTION TO DEVELOP THE PROPERTY BY THE LANDOWNER/CONCERN

AND WHEREAS that the Suresham Enclave Private Limited on being heard such intention of the Landowner herein the Developer is a well-established and reputed building contractor having with practical knowledge and experience of construction of multi-storied building on the said piece and parcel of Bastu Land measuring an area of more or less 5.33 Decimal and 5.33 Decimal and 5.34 Decimal altogether amounting to more or less **16 Decimals** of Bastu land, comprised in R.S. and L.R. Dag No. 2018, recorded in L.R. Khatian No 2941, 2939 and 2940 lying and situated at Mouza – Chakpanchuria, J.L. No 33, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas herein interested to the proposal of the Developer for the commercial utilization of their said land of the First Part urging thereby to develop the said land as described in the First Schedule of property at their own cost and in pursuance of the building plan as would be sanctioned by the local Pathar Ghata Gram Panchayet.

SANCTIONED PLAN AT THE BUILDING: -

AND WHEREAS subsequently the Developer has got the building plan (G+VI) duly sanctioned by the Rajarhat Panchayat Samity, Rajarhat, Kolkata, Dist. North 24 Parganas for construction of building containing flats, shops, garages etc. Vide sanction Plan No 1318/RPS, dated on 20/11/2022 completed the construction work consisting of several flats and/or units with a view to disposing of the same to the intending Purchaser.

NAME OF PROJECT

The name of the Building is "KAPPA WHITE HOUSE".

DESIRE OF SALE:APPROACH BY PURCHASER FOR PURCHASING THE FLAT:

AND WHEREAS the developer herein contacted with the Purchaser for absolute sale to him/her of the Developer owned allocation, and purchaser has agreed to purchase with a valuable consideration ALL THAT one independent and ownership one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas, under Pathar Ghata Gram Panchayet together with the undivided proportionate share in the land underneath of the building, more fully set forth and described in the SECOND SCHEDULE herein below for and at a total price of Rs. \_\_\_\_\_- (Rupees \_\_\_\_\_) only which offer has also accepted by the Purchaser herein and the parties herein have decided to their terms of agreement as follows: -

ACCEPTANCE BY DEVELOPER/PURCHASER

AND WHEREAS the Developer declared to sell mentioned in the SECOND SCHEDULE the flat and the Purchaser has agreed to purchase ALL THAT one independent and ownership one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town)

within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas, under Pathar Ghata Gram Panchayet in together with the undivided proportionate share in the land underneath of the building, more fully set forth and described in the SECOND SCHEDULE herein below for and at a total price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only for conveying the ownership of rights, title and interest for the said Flat together with the proportionate undivided interest or share in the land along with all proportionate rights of stair together with all common rights over the common areas and facilities.

DECLARATION:

AND WHEREAS the Vendors & Developer declared to sell mentioned ALL THAT one independent and ownership one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas under Pathar Ghata Gram Panchayet for the total consideration at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only for conveying the ownership of rights, title and interest for the said Flat together with the proportionate undivided interest or share in the land along with all proportionate rights of stair together with all common rights over the common areas and facilities. one floor plan in annexed herewith as a part of this Deed of Conveyance.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only well and truly paid by the Purchaser to the Developer as per Memo of Consideration appearing below, the receipt whereof the Vendor and Developer herein doth hereby receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release and discharge of the Purchaser and the property of SECOND SCHEDULE the Flat hereby transferred by the Vendors and Developer also do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser, ALL THAT one independent and ownership

one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas under Pathar Ghata Gram Panchayet, which is more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written and shown in the map or plan attached hereto and demarcated with the colour 'RED' border, together with undivided share or interest on the said land being Premises Bastu Land (previously Shali) measuring an area of more or less 5.33 Decimal and 5.33 Decimal and 5.34 Decimal altogether amounting to more or less 16 Decimals of Bastu land, comprised in R.S. and L.R. Dag No. 2018, recorded in L.R. Khatian no. 2941, 2939 and 2940 lying and situated at Mouza – Chak Pachuria, J.L. No. 33, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Bidhannagar in the West Bengal, Kolkata – 700156, District of North 24 Parganas and the said entire land on which the building is erected and standing is more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written TOGETHER WITH right over the said Flat ALL THAT one independent and ownership one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas under Pathar Ghata Gram Panchayet, hereinafter referred to as the "Said Flat" mentioned in the SECOND SCHEDULE TOGETHER WITH right in common with other similar Purchaser are acquiring similar rights to enjoy and possess all common roads, passages open spaces and all rights and privileges appertaining thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Developer into and upon the said FLAT proportionately upon incurring proportionate expenses for the said common portions and TO HAVE AND TO HOLD the said flat absolutely in the manner aforesaid for ever free

from all encumbrances, charges, trusts, liens, claims and demands, whatsoever, the property thus purchased by the Purchaser being particularly described in the SECOND SCHEDULE hereunder written and shown and delineated in the map or plan attached hereto with colour RED border AND the Purchaser shall have the right to own, use, occupy the said flat exclusively and the common parts in common with other co-owners Purchaser and occupier of the said building such common parts being described and mentioned in the THIRD SCHEDULE hereunder written and also subject to the Purchaser will be paid and discharging taxes and impositions on the said flat and rights and obligations as mentioned in FOURTH SCHEDULE hereunder written by the Purchaser and the common expenses as mentioned in the FIFTH SCHEDULE hereunder written proportionately and all other outgoings in connection with the said flat wholly and the said building proportionately the Vendors/Developer do hereby covenant with the Purchaser as follows:-

- 1) Notwithstanding anything hereinbefore done or suffered to the contrary the Developer has good and perfect right, title and authority to convey the said flat together with undivided impartible share in the said land described in FIRST SCHEDULE hereunder and all rights and privileges and appurtenances hereunto belonging and hereby sold, conveyed and transferred to the Purchaser in the manner aforesaid and that the Developer have not done or knowingly suffered anything whereby the said property may be encumbered affected or impeached the estate, title or otherwise.
- 2) There are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever now subsisting on the property and that the same is not the Subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court or revenue authority.
- 3) The Developer shall and will at all times indemnify and keep indemnified and keep harmless the Purchaser against all claims and demands whatsoever in respect of the property hereby sold and conveyed and make good the Purchaser all losses, costs, and expenses which there may be put or obliged to incur or suffer by reason of any defect or deficiency in the extent description or other particulars of the said property.
- 4) The Purchaser shall henceforth hold, possess and enjoy the rents and profits derivable from and out of the said property without any hindrance eviction, interruption or disturbance from or by the Developer or any person or persons claiming through under or in trust for



the Developer and without any lawful hindrance, eviction, interruption or disturbances by any other persons whomsoever.

5) All the taxes, land revenues and impositions payable in respect of the said property unto the date of execution and registration of the Deed of Conveyance has been fully paid by the Developer and if any portion of such taxes levies and other impositions etc. be found to remain unpaid for the period upto the date hereof, the same shall be deemed to be the liability of the Developer.

6) The Developer shall at all times hereafter do and execute or cause to be done and executed at the requests and costs and expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuation and assuring the Conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.

7) And if any Clerical, typographical and numerical mistakes arises in it then I shall rectify it, by way of a deed of declaration or/and deed of rectification, or/and deed of correction with consent or without consent and proper affirmation in good health and in sound mind of the both parties of the said property and for the future changes the entire cost and expenses will be borne by the purchaser only.

8) It is further stated that the purchaser shall enjoy entire right, title, interest and lawful possession of the aforementioned property. If anybody claims anything, that will be nonest and void ab. initio.

9) The Map or Plan and ten finger print with self-photo attested sheet of the both parties attached hereto shall be effective and considered to be a part of this Deed of Conveyance.

THE FIRST SCHEDULE AS ABOVE REFERRED TO  
(THE ENTIRE LANDED PROPERTY)

ALL THAT piece and parcel of Bastu Land (previously Shali) measuring an area of more or less 5.33 Decimal and 5.33 Decimal and 5.34 Decimal altogether amounting to more or less 16 Decimals of Bastu land, comprised in R.S. and L.R. Dag No. 2018, recorded in L.R. Khatian no. 2941, 2939 and 2940 lying and situated at Mouza – Chak Pachuria, J.L. No. 33, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Bidhannagar in the West Bengal, Kolkata – 700156, District of North 24 Parganas with all easement rights

attached therewith including the right of access to the said land he aforesaid land is butted and bounded by:

ON THE NORTH : Land of Sri Joydeb Mondal;

ON THE South : Land of Sri Lakshman Mondal;

ON THE West : 23 feet wide Road;

ON THE EAST : Bamboo Garden.

## THE SECOND SCHEDULE ABOVE REFERRED TO

### (SUBJECT MATTER OF FLAT SALE)

ALL THAT one independent and ownership one **New Residential Flat No \_\_\_\_\_ on the \_\_\_\_\_ measuring about \_\_\_\_\_ Square** feet carpet area, and consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining \_\_\_\_\_ Toilets and \_\_\_\_\_ Balcony, with **Tiles Finished** Floor, lying and situated at Chakpanchuria, under Block – Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Pathar Ghata Gram Panchayet, Additional District Sub-Registrar Office at Rajarhat in the West Bengal, Kolkata – 700156, District of North 24 Parganas, under Pathar Ghata Gram Panchayet with **Provision of Lift** particularly described in the First Schedule and projected name as “KAPPA WHITE HOUSE” with undivided proportionate impartible share of land in relating and liberties and common use of the drain, plumbing and together with vertical overhead underneath support of land is mentioned and described in the FIRST SCHEDULE herein above written.

## THE THIRD SCHEDULE ABOVE REFERRED TO

### (Rights and Obligations of the Purchaser)

1. Subject to the restriction and reversion hereafter containing, the Purchaser shall full and absolute right of user in common with the other owners and/or occupants.
2. The Purchaser shall have absolute and unfettered right of user of and right of keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said building including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchaser shall have to maintain the floor of the said building.

3. The Purchaser shall have the right of maintenance, repairs for white washing or painting of the said building in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
4. The Purchaser from time to time and all times hereby agrees to contribute and pay proportionate share towards the costs and expenses towards the maintenance charges, service taxes and impositions and other outgoings and the said amount is variable, accordingly to the needs of circumstances and market of the aforesaid sum without any variations as may be fixed as aforesaid individually and/or collectively.
5. The Purchaser shall in addition to pay separately and other taxes and/or impositions as may be that proportionate maintenance charges for the Flat shall be paid regularly by the Purchaser as long as society is not formed maintenance of the building. Apart from the amount of such municipal taxes and impositions including the multi storied Building Tax, Urban Land Tax, if and when necessary in respect of the said building proportionate and/or the said unit wholly.
6. The Purchaser shall have right to mutate their names as owners of the said flat in the records of the Government or local authority and/or have the said flat Space separately numbered and assessed for taxes and the Vendors shall whenever have required by the Purchaser gives therein or their consent or approval in writing for the purpose of such mutation and separate assessment.
7. The Purchaser shall have full and absolutely proprietary rights such as the Vendors derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner so as to effect the Vendors or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
8. The Purchaser shall have the right to transferred absolutely or by way of sell, lease or gift otherwise the whole of the said flat to others PROVIDED HOWEVER that in case of absolute transferred by sale or gift, and/or the transferee shall be bound to observe and perform by the Purchaser and the Purchaser herein shall ensure thereof.

9. The Purchaser undivided interest in the soil as more fully described in the First Schedule hereinabove written shall remain joint for all title with the Vendors or other Co-Purchaser/s, who may hereafter or hereto before have acquired right, title and interest in the land in said flat in the building at being declared that the interest in the soil is impartible.
10. The Purchaser has not raised any objection against commercial area of the said building and the Purchaser shall not store any inflammable and/or combustible articles in the said flat nor use the said building for any other purpose save and except said flat.
11. The Purchaser has not stored any rubbish or any other things in the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
12. The Purchaser has not made any additions and alterations in the said flat whereby the main building may be damaged.
13. The Purchaser shall pay proportionate share for electric consumption in respect of the said building.
14. The Purchaser shall also pay her proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

##### (Common Areas)

1. The entire land as described in the FIRST SCHEDULE hereinabove upon which the entire building is constructed and all assessment, rights and appurtenances belonging to the land and the building.
2. The foundation, columns, girders, beams, supports and main walls.
3. The electric meter room on the ground floor.
4. The passage for ingress and egress to and from the flat.
5. Such other limited common areas and facilities as may provide for hereafter.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Proportionate of Common Expenses)

ALL EXPENSES for the administration, maintenance, repairs and replacements of the limited common areas and facilities and all other sums assessed against the flat owner's by the Association of Apartment or Flat-owners to be formed in future including Municipal taxes, Government Revenues not separately assessed and all other statutory and impositions on the property as a whole.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed his respective hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of:-

Witnesses:-

1)

\_\_\_\_\_  
SIGNATURE OF THE VENDOR

2)

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted By:-

Advocate  
High Court, Calcutta,

## MEMO OF CONSIDERATION

RECEIVED with thanks on and from the above named of "PURCHASER" the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only on the full and final consideration paid by the Purchaser to the vendor/developer as follows: -

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHQ. NO</u>	<u>CASH</u>	<u>AMOUNT</u>
				Total :	0000000

(RUPEES \_\_\_\_\_) ONLY

### SIGNED SEALED AND DELIVERED

At Kolkata in the presence of:-

Witnesses:-

1)

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

2)