

DEED OF CONVEYANCE

THIS INDENTURE made on this day of ,

B E T W E E N

1) SRI MANABENDRA CHOWDHURY(PAN ACRPC3800D) son of Late Bhuban Mohan Chowdhury, by faith Hindu, by Occupation – Retired, residing at 2/12A, A.P.C Park, P.O. Baghajatin, P.S.Patuli, Kolkata – 700086, Dist. South 24-Parganas WB, **(2) SRI. SANJIB KUMAR DUTTA Alias SRI SANJIB DUTTA (PAN- ALOPD3742R)** son of Sri. Samir Kumar Dutta, by faith-Hindu, by Nationality-Indian, by occupation-Service, residing at P-22, Lakshminarayan Motilal Road (SBI Housing Scheme), P.O.Sarsuna, P.S. Parnashree, Kolkata-700061, Dist. South 24-Parganas, WB, represented by their constituted Attorney namely 1) **SRI SAMRAT DEY**, son of Sri Samir Kumar Dey, by faith Hindu, by occupation Business, residing at 1/36, BrahmapurShivmandir Road, P.O.-Brahmapur, P.S. Bansdrani, Kolkata-700096 and 2) **SRI SUDIPTA PAL**, son of Sri Ranjit Kumar Pal, by faith Hindu, by occupation Business, residing at 72, Guru CharanNaskar Road, Chakdah, P.O. PurbaPutiary, P.S. Regent Park, Kolkata-700093, duly appointed by a Development Agreement Along with Developer Power of Attorney registered at the Office of the D.S.R. III Alipore and recorded in Book No. I, CD Volume No. 1603, Pages from 48416 to 48469, being No.160300790 for the year 2022, hereinafter jointly referred to as the **V E N D O R S** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** :

For. T. M. Builders & Developers

Partner

Sudipta Pal

Partner

AND

.....

 hereinafter referred to as the **PURCHASER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** :

AND

M/S. T.M. BUILDERS & DEVELOPERS(PAN-AAGFT1324A), a Partnership Firm, having its office at 72, Guru Charan Naskar Road, Chakdah, P.O. Purba Putiary, Kolkata-700093, represented by its partners namely 1) **SRI SAMRAT DEY (PAN NO-AUTPD8724B)**, son of Sri Samir Kumar Dey, by faith Hindu, by occupation Business, now residing at 1/36, Brahmapur Shivmandir Road, P.O.Brahmapur, P.S.Bansdroni, Kolkata-700096 and 2) **SRI SUDIPTA PAL (PAN NO -BFRPP1812A)**, son of Sri Ranjit Kumar Pal, by faith Hindu, by occupation Business, residing at 72, Guru Charan Naskar Road, P.O. Purba Putiary , P.S. Regent Park, Kolkata-700093, hereinafter referred to as the **DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, their respective heirs, executors, administrators, legal representatives and assigns of the **THIRD PART** :

WHEREAS Sri Manabendra Chowdhury, the **VENDOR NO. 1** herein, by an **Indenture** dated 9th day of May, 2001 registered at the Office of D.S R. -IV, Alipore and recorded in Book No. I, Volume No. 64, Pages from 263 to 288, being No. 2482, for the year 2001, purchased **ALL THAT** piece and parcel of Land measuring an area of 2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sq.ft. more or less out of comprising R.S. Dag No. 105, 106 & 167 all under R.S. Khatian No. 124 lying and situate at Mouza-Garagachha, J.L. No. 45, Pargana-Khaspur, R.S. No. 111, under Collectorate Touzi No. 56, within the limits of Rajpur Sonarpur Municipality Ward No. 1, P. S. Sonarpur now Narendrapur,, Sub-Registry Office/A.D.S.R. Office Sonarpur, District South 24-Parganas, from its the then rightful Owners 1. Indian Ropeways & Engineering Co. Ltd. (formerly known as Damodar Ropeways & Engineering Ltd.) a Company incorporated under the Companies Act, 1956 and having its registered Office at 2, Rowland Road, Police Station - Bhowanipore, Kolkata-700 020, 2. Russel Construction Co. incorporated under Companies Act, 1956 and having its registered Office at 1A, Vansittart Row, Kolkata -700 001 and 3. Damodar International (P) Ltd. (formerly known as Damodar Ropeways International Pvt.

Ltd.) a company incorporated under the Companies Act, 1956 and having its registered Office at 1/ 1A, Vansittart Row, Kolkata -700 001, represented by one of their Directors namely Sri A.B. Chamaria, Son of Sri Champa Lal Chamaria, of 6/2, Moira Street, Kolkata -700 016, vide resolutions dated 27.1.2001 of the Owner No. 1 Company and resolution dated 31.10.2000 of the Owner No. 2 Company and resolution dated 4.9.2000 of the Owner No. 3 Company, for a valuable consideration therein mentioned and the said Deed was confirmed by Debchhaya Abasan Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 243/A, Jodhpur Park, Kolkata-700 068, represented by its Director, Shri Tamal Kanti De, son of Late Kalipada Dey of CN Roy Road, Govt. Housing Estate, Flat No C4, Picnic Garden, Kolkata-700039.

AND WHEREAS thereafter the **VENDOR NO. 1** herein got his name recorded/mutated in respect of the said Land in the records of B.L. & L.R.O. and an area of Land measuring 2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sq.ft. has been recorded in the name of the Owner (Manabendra Chowdhury) in L.R. Khatian No. 599 of L.R. Dag No. 113, 114 & 177 of said Mouza Garagacha and also got his name recorded/mutated in respect of the said land in the records of Rajpur Sonarpur Municipality Ward No. 1 being **Holding No. 283, Garagacha.**

AND WHEREAS since then the **VENDOR NO. 1** herein is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Land **measuring 2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sqft.** more or less together with a Tin shade structure measuring 100 (One hundred) sft standing thereon lying and situate at Mouza Garagacha, J.L. No. 45, R.S. No. 111, under Touzi No. 56, comprising R.S Dag No105,106 & 167 (LR Dag No. 113, 114 & 177), within the limits of Rajpur Sonarpur Municipality Ward No. 1, being **Holding No. 283, Garagacha,** presently P.S. Narendrapur formerly P.S. Sonarpur, A.D.S.R. Office Garia, District South 24-Parganas.

AND WHEREAS SRI SANJIB KUMAR DUTTA ALIAS SRI SANJIB DUTTA THE VENDOR NO 2 herein and his mother **Smt. Ratna Rani Dutta,** wife of Sri Samir Kumar Dutta jointly by an Indenture dated 9th day of May, 2001 registered at the Office of D. S. R. -IV, Alipore and recorded in Book No. I, Volume No. 59, Pages from 297 to 320, being No. 2336, for the year 2001,

*purchased **ALL THAT** piece and parcel of Land **measuring 2 (Two) Cottahs 0 (Zero) Chittak 30 (Thirty Sq.ft.** more or less comprising R.S. Dag No. 106 & 167 both under R.S. Khatian No. 124, lying and situate at Mouza Garagacha, J.L. No. 45, Pargana-Khaspur, R.S. No. 41, under Collectorate Touzi No. 56, within the limits of **Rajpur Sonarpur Municipality Ward No. 1**, P.S. Sonarpur now P.S. Narendrapur, presently Sub- Registry Office/A.D.S.R. Office Garia, District South 24-Parganas, from its the then rightful Owners, 1. Indian Ropeways & Engineering Co. Ltd. (formerly known as Damodar Ropeways & Engineering Ltd.) a Company incorporated under the Companies Act, 1956 and having its registered Office at 2, Rowland Road, Police Station - Bhowanipore, Kolkata-700 020, 2. Russel Construction Co. Ltd. a company incorporated under Companies Act, 1956 and having its registered Office at 1A, Vansittart Row, Kolkata-700 001 and 3. Damodar International (P) Ltd. (formerly known as Damodar Ropeways International Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered Office at 1/1A, Vansittart Row, Kolkata 700 001, represented by one of their Directors namely Sri A.B. Chamaria, son of Sri Champa Lal Chamaria, of 6/2, Moira Street, Kolkata 700 016, vide resolutions dated 27.1.2001 of the Owner No. 1, Company and resolution dated 31.10.2000 of the Owner No. 2, Company and resolution dated 4.9.2000 of the Owner No. 3, Company, for a valuable consideration therein mentioned and the said Deed was confirmed by Debchhaya Abasan Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at 243/A, Jodhpur Park, Kolkata-700 068, represented by its Director Shri Tamal Kanti De son of Late Kalipada Dey of C.N Roy Road, Govt. Housing Estate, Flat No. C-4, Picnic Garder, Kolkata – 700 039.*

AND WHEREAS by a Deed of Gift dated 11.06.2019 registered at the Office of A.D.S.R. Garia and recorded in Book No. I, CD Volume No. 1629, Pages from 88272 to 88303, being No. 162902791 for the year 2019, Smt. Ratna Rani Dutta, mother of the **VENDOR NO. 2** herein granted, transferred and conveyed by way of Gift **ALL THAT** piece and parcel of land measuring about **02 (Two) Cottahs 0 (Zero) Chittack 30 (Thirty) Sq.ft.** be the same a little more or less together with a Tin Shade structure measuring 100 (One hundred) Sq.ft. standing thereon comprised in R.S. Dag No. 106 & 167, appertaining to R.S. Khatian No. 124, in Mouza – Garagacha, Pargana – Khaspur, J.L. No. 45, R.S. No. 41, under Collectorate Touzi No. 56, at present lying and situate under the local jurisdiction of Rajpur Sonarpur Municipality Ward No. I, under formerly Police Station – Sonarpur now P.S. Narendrapur, District – South 24 Parganas unto and in favour of her son **Sri Sanjib Kumar Dutta**, the **VENDOR NO. 2** herein.

AND WHEREAS since then the **VENDOR NO. 2** herein as its absolute owner is lawfully seized and possessed of/ or otherwise well and sufficiently entitled to the said piece and parcel of land measuring about 02 (Two) Cottahs 30 (Thirty) Sq.ft. be the same a little more or less together with a Tin Shade structure measuring 100 (One hundred) Sq.ft. standing thereon comprised in R.S. Dag No. 106 & 167, appertaining to R.S. Khatian No. 124, in Mouza – Garagacha, Pargana – Khaspur, J.L. No. 45, R.S. No. 41, under Collectorate Touzi No. 56, at present lying and situated under the local jurisdiction of **Rajpur Sonapur Municipality Ward No. 1**, Police Station – Sonarpur now P.S. Narendrapur, District – South 24 Parganas having unfettered right, title and interest thereto and free all encumbrances.

AND WHEREAS thereafter the **VENDOR NO. 2** herein got his name recorded/mutated in respect of the said land in the records of B.L. & L.R.O. and an area of Land **measuring 2 (Two) Cottahs 0 (Zero) Chittack 30 (Thirty) Sq.ft.** has been recorded in the name of the **OWNER NO. 2 (Sanjib Kumar Dutta)** in L.R. Khatian No.627 of L.R. Dag No. 114 & 177 of said Mouza – Garagacha and also mutated his name in the record of concerned Municipality known as **Holding No. 286, Goragachha.**

AND WHEREAS by virtue of a registered Deed of Amalgamation dated 18.08.2021, registered in the Office of D.S.R.III, Alipore and entered into Book No.1, Volume No. 1603-2021, Pages from 2092001 to 209222, Deed No. 160306516 for the year 2021, both the **VENDORS** amalgamated their total property situated side by side measuring total land area of 4 (Four) Cottahs 3 (Three) Chittacks 20 (Twenty) Sq.ft. situated in said Mouza- Garagacha, J.L No.45 morefully described in the **FIRST SCHEDULE** below.

AND WHEREAS thus the **VENDORS** herein jointly acquired right, title and interest of the said property and recorded/ mutated their name jointly in respect of the said land in the records of Rajpur Sonarpur Municipality Ward No.1 being amalgamated **Holding No.283, Garagacha** (Assessment No.1104302063670) 24 Parganas (South) as mentioned in the **FIRST SCHEDULE** below **TOGETHER WITH** all sorts of easement rights over under and through the 20ft. Wide Rajpur Sonarpur Municipality 20 Feet Road at the Eastern side of the said Premises and enjoyed the same exercising all rights of ownership thereto and free from all encumbrances.

AND WHEREAS being seized and possessed of the same the **VENDORS** herein expressed their desire for development of the said property through the **DEVELOPER** mentioned herein by constructing a new ground plus three storied building with lift facility after demolishing the existing structure as per sanctioned building plan to be sanctioned by the Rajpur Sonarpur Municipality.

AND WHEREAS considering the financial capacity, experience

knowledge, men power and Goodwill of the **DEVELOPER**, the **VENDORS** herein agreed to allow the **DEVELOPER** herein to develop the said property by constructing a new ground plus three storied building having lift facility after demolishing the existing structure as per available sanctioned building plan to be sanctioned by Rajpur Sonarpur Municipality at the cost of the DEVELOPER and necessary permission to be obtained from time to time from the Appropriate Authority/ies concerned at the said amalgamated **Holding No.283, Garagacha**(Assessment No.1104302063670),formerly P.S. Sonarpur, presently P.S. Narendrapur, within Rajpur Sonarpur Municipality Ward No.1, 24 Parganas (South).

AND WHEREAS with a view to develop the said property by constructing a New Multi-Storied Building after demolishing the existing structure, the Vendors herein by executing a Registered Development Agreement Alongwith Developer Power of Attorney dt. 21/01/2022 registered in the office of D.S.R III, Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 1603, Pages from 48416 to 48469, being No. 160300790 for the year 2022 entered into a contract or Agreement with the Developer herein for development of the said Property by constructing a New Multi Storied Building after demolishing the existing structure as per sanctioned Building Plan to be obtained from the RajpurSonarpur Municipality and at the costs, expenses, efforts, risks , supervision and administration of the Developer herein subject to the terms, conditions, stipulations, obligations and allocation of the Parties fully mentioned in the said Development Agreement.

AND WHEREAS in terms of the said Development Agreement Along with Developer Power of Attorney the vendors herein appointed said 1) **SRI SAMRAT DEY**, son of Sri Samir Kumar Dey, by faith Hindu, by occupation Business, now residing at 1/36, Brahmapur Shivmandir Road, P.O. Brahmapur, P.S. Bansdronei, Kolkata-700096 and 2) **SRI SUDIPTA PAL**, son of Sri Ranjit Kumar Pal, by faith Hindu, by occupation Business, residing at 72, Guru Charan Naskar Road, Chakdah, P.O. Purba Putiary, P.S. Regent Park, Kolkata-700093, Partners of the Developer Firm M/S TM Builders & Developers Of 72, GCN Road, Kol-93, as their constituted Attorneys, to look after , control, supervise and administer all the affairs of the said Property, to mutate the names of the Vendors herein in the records of the Rajpur Sonarpur Municipality and/or any other authority/ies concerned, to appear and make representation before the Rajpur Sonarpur Municipality in all respect including obtaining sanctioned building Plan and/or other necessary permission, to negotiate for Sale, to enter into any Agreement for Sale or repudiate the same, to receive advance or advances,to sign, execute, register, present the Deed of Conveyance/s on receipt of the full consideration money and admit execution thereof and to do all other acts, deeds and things as fully mentioned in the said Development Agreement Along with Developer Power of Attorney.

AND WHEREAS the Vendors and the Developer herein further amended their respective allocation by a Notarised Supplementary Agreement dated 21/01/2022.

AND WHEREAS thereafter the Partners of the Developer Firm as the constituted Attorneys of the Vendors herein obtained a sanctioned Building Plan being **Building Permit No. SWS-OBPAS/2207/2023/0203 dt. 06/03/2023** from the Rajpur Sonarpur Municipality for construction of a Ground Plus Three Storied Residential Building at the said Holding No. 283 Garagacha, P.S. Narendrapur, PO-Garia, Kolkata-700084.

AND WHEREAS in terms of the said Development Agreement Along with Developer Power of Attorney, as per the said sanctioned Building Plan the Developer herein started construction of the said Ground Plus Three Storied Residential Building at the said Holding No. 283 Garagacha, P.S. Sonarpur at present Narendrapur, PO-Garia, Kolkata-700084.

AND WHEREAS the construction of the said Building is going on at the said Holding No. 283 Garagacha, P.S. Sonarpur at present Narendrapur, PO-Garia, Kolkata-700084, fully described in the First Schedule hereunder written.

AND WHEREAS the Purchasers herein in need of residential accommodation approached the Developer herein to acquire and purchase a Flat and the Developer herein agreed & entered into agreement for sale dated..... out of its Allocation to sell oneBHK Flat measuringsq.ft. area more or less at the **side on the Floor Being Flat No-.....(Marked as in Sanctioned Plan)** of the said Ground Plus Three Storied Residential Building now named as "**MONOKAI - BLOCK-B**" **TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Premises, fully described in the Second Schedule hereunder written **WITH** right to use & enjoy the common areas, common parts, installations, facilities & amenities, fully mentioned in the **THIRD SCHEDULE** hereunder written subject to the payment of Common Expenses, fully mentioned in the **FOURTH SCHEDULE** hereunder written, at or for a total consideration of **Rs. (Rupees)** only and the Purchasers herein agreed to purchase the same at the said consideration.

AND WHEREAS in terms of the said Agreements and as per the said sanctioned Building Plan/Revised Plan, the Developer/Confirming Party herein started the construction of the said G+3 Storied Residential Building now named as **MONOKAI - BLOCK B** at the said Holding No. 283 Garagacha, P.S. Sonarpur at present Narendrapur, Kolkata-700084, the description of the said Land and Building, fully described in the **Schedule "A" & "B"** hereunder written.

AND WHEREAS the Purchasers herein also paid the balance of the consideration on or before the execution of these presents in favour of the Developer/Confirming Party and now the Purchasers herein requested the the Developer/Confirming Party herein to execute and register a Deed of Conveyance in respect of the said Flat fully described in the Schedule "B" hereunder written in favour of the Purchasers herein to which the the Developer /Confirming Party herein agreed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for sale dated and in consideration of the said **sum of Rs. (Rupees)** only out of which a sum of **Rs.....(Rupees)** **only has already been paid** by the Purchasers to the Developer/ Confirming Party herein as per the said Agreement for sale and **balance amount of Rs. (Rupees)** only also paid by the Purchasers to the Developer / Confirming Party on or before the execution of these presents thus making a **total amount of Rs. (Rupees)** only well and truly paid by the Purchasers to the Developer/Confirming Party and as per Memo of Consideration hereunder written (the receipt whereof the Developer / Confirming Party do hereby admit and acknowledge as per Memo hereunder written and of and from the Payment of the same and every part thereof the Developer / Confirming Party doth hereby acquit, release and forever discharge the said Purchasers as well as the said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises hereby sold) the Developer / Confirming Party do hereby grant, transfer, convey, sell, assure and assign unto the Purchasers **ALL THAT** one self-contained flat measuring more of less **square feet Super Built Up Area(Carpet Area.....)** of the **Floor**, at **Side** consisting of **bed rooms**, **Living dining**, **kitchen**, **toilet & W.C.& Balcony**, of the said G+3 Storied Residential Building now name as **MONOKAI - BLOCK B TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Holding No. 283 Garagacha, P.S. Sonarpur at present Narendrapur, Kolkata-700084, within the limits of the Rajpur Sonarpur Municipality Ward No. 1, A.D.S.R. Office Alipore/Garia, in the District of South 24-Parganas, morefully and particularly described in the **Schedule "A" & "B"** hereunder written and delineated in the Map or Plan annexed hereto and depicted by **RED** border lines **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities, fully described in the **SCHEDULE - "C"** hereunder written **SUBJECT TO** the payment of proportionate share of Common Expenses, fully described in the **SCHEDULE - "D"** hereunder written **OR HOWSOEVER OTHERWISE** the said Flat of the said Building together with undivided impartible proportionate share of land with common rights now are or is or at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all and singular other erections, Walls, structures, fixtures, fittings, ground and sewers, drains, ways, paths, passages, watercourses, Septic Tank, Water Reservoirs, lights, rights, privileges, profits, benefits as fully mentioned in the **SCHEDULE - "C"** hereunder written and the advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time heretofore were or was held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant

thereto and the reversion or reversions and the remainder or remainders and the rents, issues and profits thereof and the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned or assured or intended so to be and every part thereof **AND** all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **AND** all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendors or any person or persons from whom the Vendors may or can procure the same without any action or suit **TO HAVE AND TO HOLD** the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured unto and to the use of the Purchasers absolutely forever and free from all encumbrances and the inheritance in fee simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber, let or sub-let, sell or make void the same.

THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASERS as follows :

a)The interest which the Vendors and the Developer/ Confirming Party do hereby profess to transfer, subsists and that the Vendors and the Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said Flat of the said Building together with undivided impartible proportionate share or interest of and in the land and hereditaments comprised in the said Premises, staircases, Septic Tank, Water Reservoirs, corridors, electrical installations, electrical wiring, fixtures and fittings as aforesaid in the said Building hereby granted, conveyed, transferred, assigned and assured unto the said Purchasers in the manner aforesaid.

b)It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, upon and enjoy the said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said land, premises and to receive the rents, issues and profits thereof without any interruption, hindrance, claim, demand or disturbances whatsoever from or by the Vendors and the Developer/ Confirming Party or any person or persons claiming through under or in trust for the Vendors and the Developer/Confirming Party.

c)The said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises is free from all charges, encumbrances, liens, lis pendens or any attachment whatsoever and that the said land, messuage and Premises is not subject to any litigation and there is no Case, suit or proceeding pending before any Court of Law against the said Premises.

d)The Vendors and the Developer/Confirming Party shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do and execute or cause to be made, done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for better and more perfectly assuring and conveying the said Flat of the said Building together with undivided impartible proportionate share of land comprised in the said Premises unto the Purchasers in manner aforesaid as shall or may be reasonably required.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY as follows :

a) The Purchasers herein for the benefit of the said Building and other Unit/Flat/Apartment and every part thereof do hereby covenant with the Vendors and the Developer /Confirming Party and the owners of the other Unit /Flat/Apartment comprised in the said Building that the Purchasers and all other persons deriving title under them will at all times hereafter observe the restrictions, obligations, rules and regulations and conditions of the Association to be formed by and between the Purchasers and other Owners of Flats/other spaces.

b) The Purchasers shall hold, occupy, own and enjoy the said undivided proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interest of the Owners of other Undivided Shares in the said Premises and inconsistent with the rights of the Owners of the other Flats/other spaces in the said Premises and all other persons lawfully entitled to and to use all areas, drains, sewers, water courses, Water Reservoirs, now exist or hereafter to be erected and installed in the said Premises and to pay proportionate share with the aforesaid Owners and other persons the cost of repairing and maintaining all such sewers, watercourses and to use the same as aforesaid and in accordance with the rules and regulations, bye-laws and terms and conditions of the Association/Society to be formed by and between the Purchasers and the Owners of other Flats/other spaces.

c) The Purchasers do hereby covenant with the Vendors and the Developer/Confirming Party that the Purchasers shall at all times hereafter regularly and punctually pay or make payment of all Municipal taxes and other outgoings, cesses and impositions, duties, levies which may be imposed or become payable in respect of the said Flat of the said Building together with

undivided impartible proportionate share of land hereby sold, transferred, conveyed, assured and assigned unto the said Purchasers.

d) To keep the said Flat of the said Building together with undivided impartible proportionate share of land and other parts, sewers, drains, ditches , pipes, cables, wires, conduits, gutters and appurtenances in good and reasonable repair.

e) To contribute and pay proportionate share of all expenses and outgoings to the Association/Society as fully mentioned in the SCHEDULE – “D” hereunder written.

f) To keep the said Flat of the said Building and other Parts, Walls, Sewers, drains, pipes and entrances exclusively serving the said Flat in good condition.

g) The Purchasers shall become and remain a member of the Association or Society to be formed by and between the Owners of the other Undivided Shares/Flats/moments/Other Spaces in the said Premises and the Purchasers herein.

h) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed as aforesaid.

IT IS FURTHER AGREED BY AND BETWEEN THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY AND THE PURCHASERS as follows :

a) That the undivided proportionate share in the land of the said Premises and the said Flat of the said Building hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.

b) The Purchasers shall be entitled to sell, transfer, gift or otherwise alienate the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, conveyed, transferred, assured and assigned unto the Purchasers to any person/persons without any consent of the Vendor and the Developer/Confirming Party or any other Flat Owners /Occupiers at any price or consideration the Purchasers in their absolute discretion shall think fit and proper.

c) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit bits, night soils or any refuse etc. in the common areas, passages, except the receptacle fixed for the same.

d) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of other Flats /Units/Apartment Owners of the said Premises.

e) That the Vendors and the Developer/Confirming Party further covenant with the Purchasers that if any dispute, claim, demand, litigation or case shall arise at any time in future regarding right, title, interest, possession of the Purchasers in respect of the Property mentioned in the Schedule "A" hereunder written, in such event the Vendors and the Developer/Confirming Party shall be bound to make good or to compensate all losses, damages sustained by the Purchasers.

f) That after this sale and transfer the Vendors and the Developer /Confirming Party including their respective heirs, executors, administrators, legal representatives and assigns shall have no right, title, interest, share and possession in respect of the Property mentioned in the Schedule "A" hereunder written.

g) That the Purchasers shall have every right to mutate their names as owners and possessors in respect of the said Flat in the records of the Rajpur Sonarpur Municipality and other authorities concerned and in such event this Deed shall be treated as the full and final consent of the Vendors and the Developer/Confirming Party for the purpose of such mutation and assessment.

h) That the Purchasers shall be liable to pay directly to the Rajpur Sonarpur Municipality or to any other legal authorities, competent authority in respect of the said Flat towards payment of taxes and other outgoings.

i) That the Purchasers shall have full and absolute rights in common with other Co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and Premises, fully described in the Schedule "C" hereunder written.

j) That the Purchasers shall have every right to use the common areas of the said Building & Premises for repairing, maintenance, white washing, painting, decorating, plastering, renovating, re-constructing the said Flat.

k) That the Purchasers shall have every right to take electric Meter and Telephone Connection in their names at the specified place of the said Building at the costs and expenses of the Purchasers.

SCHEDULE "A" REFERRED TO AS ABOVE :

(Description of the Land)

ALL THAT piece and parcel of Bastu land measuring an area of **4 (Four) Cottahs 3 (Three) Chittacks 20 (Twenty) Sq.ft. more or less** whereon tile shed measuring an area of 200 (Two hundred) Sq.ft. is standing comprising R.S. Dag No. 105, 106 & 107 and L.R. Dag No.113, 114 & 177, under R.S. Khatian No. 124 and L.R. Khatian No. 599 and 627 and a new ground plus three storied building with lift facility shall be erected thereon and the property is lying and situate at Mouza- Goragachha, J.L. No. 45, Pargana Khaspur, R.S. No.111 & 41, under Collectorate Touzi No. 56, within the limits of Rajpur Sonarpur Municipality Ward No.1 being amalgamated **Holding No. 283, Goragachha** (Assessment No. 1104302063670), formerly P.S. Sonarpur,

presently P.S. Narendrapur, PO-Garia, Pincode-700084 presently Registry Office/A.D.S.R. Office Garia, District – South 24 Parganas TOGETHERWITH all sorts of easement rights thereto being butted and bounded by :

ON THE NORTH : Holding No. 281, Garagachha;

ON THE SOUTH : R.S. Dag No. 163/L.R. Dag No. 173;

ON THE EAST : 20' wide Rajpur Sonarpur Road;

ON THE WEST : Portion of R.S. Dag No. 107/L.R. Dag No. 115.

SCHEDULE “B” REFERRED TO AS ABOVE :

(Description of the Flat)

ALL THAT piece and parcel of a self-contained**BHK flat no.....** measuring about **square feet Super Built Up Area(carpet Area.....)** of the **Floor**, consisting of **bed rooms, Living Dining,kitchen, toilet &W.C.& balcony** at **Side** of the said Ground + Three Storied Residential Building (**WITH LIFT, TILES FLOOR**) now named as **“MONOKAI - BLOCK B” TOGETHER WITH** undivided impartible proportionate share of land mentioned in the **SCHEDULE “A”** hereinabove lying and situate at and being Holding No. 283, Garagacha (**Postal Address- MONOKAI - BLOCK B, Floor, Flat No..... , HOLDING NO-283 GARAGACHA , P.O.-GARIA, P.S. NARENDRAPUR, Kolkata-700084, W.B, India**), P.S. Sonarpur now Narendrapur, Kolkata – 700 084, within the limits of the Rajpur Sonarpur Municipality Ward No. 1, A.D.S.R. Office Alipore/ Garia, in the District of South 24-Parganas and the said Flat is delineated in the Map or Plan annexed hereto and depicted by **RED** border lines altogether the common right to use the path and portions of the building particularly described in the **SCHEDULE “C”** written hereunder.

SCHEDULE “C” REFERRED TO AS ABOVE :

(Common areas, common parts, installations, facilities & amenities)

1. Stairs, Lift, staircase and landing with Electric fittings.
2. Walls, Ceiling appertaining to stairs and landings.
3. Outside Walls of the Premises.
4. Main Gate of the Building and Premises & side spaces including appurtenances.
5. Drainage, sewerage and fittings.
6. Sanitary system.
7. Water connections, pipe Lines, Reservoirs both overhead and underground, Pump, Motor and for space/room of Pump/Motor including Electric fittings.
8. Electric Lines, Meter room, electric fittings except those inside the Flat/Unit.
9. All other areas which will be treated as Common by the Developer.

SCHEDULE “D” REFERRED TO AS ABOVE :

(Common Expenses)

1. *All costs of maintenance, operating, replacing, repairing, white colouring, painting, decorating, rebuilding, reconstructing, redecorating lighting the common portions and common areas of the Building.*
2. *All charges and deposits and suppliers of common utilities to the Co-Owner in common.*
3. *Proportionate share of Municipal Tax, Water Tax and other levies in respect of the land and building save those separately assessed.*
4. *Proportionate share of insurance premium for insuring the Building.*
5. *All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.*
6. *Electricity charges for the electrical energy consumed for the operation of the common service.*
7. *Costs of maintenance, repairs and replacement of common installations.*
8. *Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.*
9. *All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Co-owner in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or periodical repairing of the common portions.*

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

WITNESSES:

1.

(Sign of the Vendors)

2.

(Sign of the Developer)

(Sign of the Purchasers)

Drafted by:

Advocate.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. (Rupees) only from the withinnamed Purchasers being the full and final consideration money, in the manner written hereunder :

RS.

By Cq no. dt

.....Bank, Branch

By Cq no. dt

.....Bank, Branch

Total

RS _____

(Rupees)

WITNESSES :

1.

For. T. M. Builders & Developers

Sudipta Pal

Partner

Partner

(Sign of the Developer)

2.