

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the day of **TWO THOUSAND AND TWENTY TWO (2022)**

-BETWEEN –

SHR CONSTRUCTION LLP (PAN:ADMFS3714Q) a Limited Liability Partnership, within the meaning of Limited Liability Partnership Act, 2008 having its registered office at P-829/A, Lake Town, Block – A, Police Station and Post Office – Lake Town, Kolkata – 700 089, represented by its designated partners, **SRI SUSHIL JHUNJHUNWALA (PAN: ACGPJ1702J)** son of Late Kishori Lal Jhunjhunwala, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at P-829/1, Lake Town, Block – “A”, Police Station – Lake Town, Kolkata – 700089, and **SRI OM PRAKASH JHUNJHUNWALA (PAN ACRPJ7984M)**, son of Late Kishori Lal Jhunjhunwala by nationality Indian, by faith Hindu by occupation Business residing at 336, Canal Street 2nd Floor, Sreebhumi, Post Office – Sreebhumi, Police Station- Lake Town, Kolkata 700048 (**earlier known as M/s. Tridev Construction**) hereinafter called and referred to as the **OWNER/DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest and/or assigns) of the **FIRST PART;**

AND

..... (**PAN:.....**),of, by faith-....., by occupation-, by nationality-, residing at, Village -, Post Office -....., Police Station -....., Dist –, **Pin –**, hereinafter called and referred to as the **'PURCHASER'** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **SECOND PART.**

WHEREAS

- A)** Srimati Debalamoyee Mallick, wife of Late Dulal Chandra Mallick and Srimati Kamala Rani Ghosh, wife of Sri Shibu Prasad Ghosh were absolutely seized and possessed of and otherwise well and sufficiently entitled to All That the piece or parcel of and measuring 3 Cottah 0 Chittack 18 Square feet (0.5 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, District- North 24 Parganas, Kolkata-700102, ward No.16, in R.S. Dag No. 3178, R.S. Khatian No. 552, J.L. No. 17, R.S. No. 180, Touzi No. 228/229, Mouza- Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat – Gopalpur Municipality.

- B)** One Urmila Ghosh had owned All That the piece or parcel of land measuring 26 Cottah 9 Chittack 41 Square Feet (0.44 Satak) be the same a little more or less lying and

situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District-North 24 Parganas, Ward No. 16, R.S. Dag Nos. 3176, 3177 and 3178, R.S. Khatian No. 552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality.

- C)** The said Urmila Ghosh died intestate on 05.03.1963 leaving behind her only two daughters namely Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh as her legal heiresses and representatives of the aforesaid premises and her husband Manik Ghosh also pre-deceased her.
- D)** The said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh became the absolute and lawful owners of the entire land mentioned above.
- E)** After the death of Urmila Ghosh and Manik Ghosh the said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh inherited in R.S. Dag No. 3178 land measuring 3 Cottah 0 Chittack 18 Square Feet (0.5 Satak) and accordingly the said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh mutated their names in the records of Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation as absolute and lawful owners thereof.
- F)** Thus being joint owners of the aforesaid property while seized and possessed of the same the said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh by a duly executed Deed of Sale dated 15th October, 2007 sold, transferred and conveyed **ALL THAT** the piece or parcel of land measuring **3 Cottah 0 Chittack 18 Square feet (0.5 Satak)** be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District-North 24 Parganas, Ward No.16, R.S. Dag No.3178, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza – Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality now Bidhannagar Municipal Corporation, unto and in favour of M/s. Tridev Construction, a Partnership Concern, having its principal place of business at P-829/1, Lake Town, Block-A, Police Station- Lake Town, Kolkata-700089, at and for an agreed consideration mentioned therein. The said Deed was duly registered before the Office of And recorded in Book No.I, Volume No.1, Pages from 1 to 17, Being No.**10270** for the year 2007.
- G)** One Urmila Ghosh had owned All That the piece or parcel of land measuring 26 Cottah 9 Chittack 41 Square Feet (0.44 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District-North 24 Parganas, Ward No. 16, R.S. Dag Nos. 3176, 3177 and 3178, R.S. Khatian No. 552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality.

- H)** The sad Urmila Ghosh died intestate on 05.03.1963 leaving behind her only two daughters namely Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh as her legal heiresses and representatives of the aforesaid premises and her husband Manik Ghosh also pre-deceased her.
- I)** The said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh became the absolute and lawful owners of the entire land mentioned above.
- J)** Thereafter Srimati Kamala Rani Ghosh, wife of Sri Shibu Prasad Ghosh by a Deed of Conveyance dated 09.07.1982 sold, transferred and conveyed her share in R.S. Dag No.3177 land measuring 10 Cottah 4 Chittack 25 Square feet (0.17 Satak) unto and in favour of Sri Dulal Chandra Mallick, son of Late Netai Lal Mallick at and for a valuable consideration mentioned therein and the said Deed was duly registered before the Office of Sub Registrar, Cossipore, Dum Dum and recorded in Book No.I, Volume No.302, Pages from 61 to 69, being No.6520 for the year 1982. After the aforesaid sale the land measuring 1 Cottah 8 Chittack in R.S. Dag No.3178 was kept unto herself for her absolute use and occupation.
- K)** After the sale of share of Srimati Kamala Rani Ghosh the remaining portion in R.S. Dag No.3177 land measuring 10 Cottah 4 Chittack 25 Square feet belonged to Srimati Debalamoyee Mallick by way of inheritance and the said Debalamoyee Mallick mutated her name in the records of Rajarhat Gopalpur Municipality as absolute and lawful owner thereof.
- L)** Thus being absolute owner of the aforesaid property while seized and possessed of the same the said Debalamoyee Mallick by a duly executed Deed of Conveyance dated 15th October, 2007 sold, transferred and conveyed All That the piece or parcel of land measuring 10 Cottah 4 Chittack 25 Square feet (0.17 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata -700102, District North 24 Parganas, Ward No.16, R.S. Dag No.3177, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza- Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality, unto and in favour of Tridev Construction, a Partnership Concern, having its principal place of business at P-829/1, Lake Town, Block-A, Police Station- Lake Town, Kolkata-700089, at and for an agreed consideration mentioned therein. The said Deed was duly registered before the Office of And recorded in Book No.I, Volume No.1, Pages from 1 to 16, Being No.10271 for the year 2007.
- M)** One Urmila Ghosh had owned All That the piece or parcel of land measuring 26 Cottah 9 Chittack 41 Square Feet (0.44 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District-North 24 Parganas, Ward No. 16, R.S. Dag Nos. 3176, 3177

and 3178, R.S. Khatian No. 552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality.

- N)** The said Urmila Ghosh died intestate on 05.03.1963 leaving behind her only two daughters namely Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh as her legal heiresses and representatives of the aforesaid premises and her husband Manik Ghosh also pre-deceased her.
- O)** The said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh became the absolute and lawful owners of the entire land mentioned above.
- P)** Thereafter Srimati Kamala Rani Ghosh, wife of Sri Shibu Prasad Ghosh by a Deed of Conveyance dated 09.07.1982 sold, transferred and conveyed her share in R.S. Dag No. 3176 land measuring 1 Cottah 8 Chittack and in R.S. Dag No. 3177 land measuring 10 Cottah 4 Chittack 25 Square feet (0.17 Satak) unto and in favour of Sri Dulal Chandra Mallick, son of Late Netai Lal Mallick at and for a valuable consideration mentioned therein and the said Deed was duly registered before the Office of Sub Registrar, Cossipore, Dum Dum and recorded in Book No.I, Volume No.302, Pages from 61 to 69, being No.6520 for the year 1982. After the aforesaid sale the land measuring 1 Cottah 8 Chittack in R.S. Dag No.3178 was kept unto herself for her absolute use and occupation.
- Q)** Thereafter Dulal Chandra Mallick died intestate on 30.12.1988 leaving behind him surviving his wife Srimati Debalamoyee Mallick and five sons namely Sri Shyamal Mallick, Sri Bimal Mallick, Sri Kamal Mallick, Sri Amal Mallick and Sri Tapas Mallick and four daughters namely Srimati Arati Mallick, Srimati Malati Ghosh, Srimati Krishna Ghosh and Srimati Rina Ghosh as his legal heirs and heiresses of the said premises being piece and parcel of land measuring 11 Cottah 12 Chittack 25 Square feet more or less.
- R)** After the death of Dulal Chandra Mallick, his legal heirs being his wife, five sons and four daughters namely, (1) Srimati Debalamoyee Mallick (2) Sri Shyamal Mallick, (3) Sri Bimal Mallick, (4) Sri Kamal Mallick, (5) Sri Amal Mallick (6) Sri Tapas Mallick (7) Srimati Arati Mallick, (8) Srimati Malati Ghosh (9) Srimati Krishna Ghosh (10) Srimati Rina Ghosh became the joint owners of land in R.S. Dag No.3176 – land measuring 1 Cottah 8 Chittacks (0.250 Satak) and in R.S. Dag No.3177 – land measuring 10 Cottah 4 Chittack 25 Square feet (0.17 Satak) and Srimati Debalamoyee Mallick owned her absolute share in R.S. Dag No. 3178 –land measuring 1 Cottah 8 Chittack (0.250 Satak), all in total land measuring 13 Cottah 4 Chittack 25 Square feet and they duly mutated their names in the records of Rajarhat – Gopalpur Municipality now Bidhannagar Municipal Corporation as absolute and lawful owners thereof.

- S)** Thus being joint owners of the aforesaid property while seized and possessed of the same the aforesaid property the said (1) Srimati Debalamoyee Mallick (2) Sri Shyamal Mallick, (3) Sri Bimal Mallick, (4) Sri Kamal Mallick, (5) Sri Amal Mallick (6) Sri Tapas Mallick (7) Srimati Arati Mallick, (8) Srimati Malati Ghosh (9) Srimati Krishna Ghosh (10) Srimati Rina Ghosh by a duly executed Deed of Sale dated 15th October, 2007 sold, transferred and conveyed All That the piece or parcel of land being R.S. Dag No.3176 – land measuring 1 Cottah 8 Chittacks (0.250 Satak) and R.S. Dag No.3177– land measuring 10 Cottahs 4 Chittacks 25 Square Feet (0.17 Satak) and Srimati Debalamoyee Mallick owned her absolute share in R.S. Dag No. 3178 - land measuring 1 Cottah 8 Chittacks (0.250 Satak) all in total – land measuring 13 Cottah 4 Chittacks 25 Square feet (0.22 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District- North 24 Parganas, Ward No.16, R.S. Dag Nos. 3176, 3177 and 3178, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza- Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limit of Rajarhat – Gopalpur Municipality now Bidhannagar Municipal Corporation, unto and in favour of Tridev Construction, a Partnership Concern, having its principal place of business at P-829/1, Lake Town, Block-A, Police Station- Lake Town, Kolkata-700089, at and for an agreed consideration mentioned therein. The said Deed was duly registered before the Office of and recorded in Book No.I, Volume No.1, Pages from 1 to 22, Being No.10272 for the year 2007.
- T)** Thus by three several Deeds of Conveyance as recited above the Owner/Developer herein became the owner of ALL THAT the piece or parcel of land measuring 3 Cottah 0 Chittack 18 Square feet (0.5 Satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District- North 24 Parganas, Ward No.16, R.S. Dag No.3178, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza – Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality now Bidhannagar Municipal Corporation, and All That the piece or parcel of land measuring 10 Cottah 4 Chittack 25 Square feet (0.17 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata -700102, District North 24 Parganas, Ward No.16, R.S. Dag No.3177, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza- Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat- Gopalpur Municipality, now Bidhannagar Municipal Corporation, and All That the piece or parcel of land being R.S. Dag No.3176 – land measuring 1 Cottah 8 Chittacks (0.250 Satak) and R.S. Dag No.3177 – land measuring 10 Cottahs 4 Chittacks 25 Square Feet (0.17 Satak) and Srimati Debalamoyee Mallick owned her absolute share in R.S. Dag No. 3178 - land measuring 1 Cottah 8 Chittacks (0.250 Satak) all in total – land measuring 13 Cottah 4 Chittacks 25 Square feet (0.22 Satak) be the same a little more or less lying and situated at Krishnapur Ghoshpara, Post Office- Krishnapur, Police Station-

Rajarhat, Kolkata-700102, District- North 24 Parganas, Ward No.16, R.S. Dag Nos. 3176, 3177 and 3178, R.S. Khatian No.552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza- Krishnapur, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limit of Rajarhat – Gopalpur Municipality now Bidhannagar Municipal Corporation.

- U)** The said Tridev Construction was subsequently converted to a Limited Liability Partnership Firm SHR Construction on And accordingly the Owner/Developer became the owner of the lands originally purchased by Tridev Construction.
- V)** The Owner/Vendor duly caused the aforesaid purchased lands amalgamated as one single premises and accordingly the Owner/Vendor herein became the joint owner of All That the piece or parcel of land measuring 26 Cottah 09 Chittack 23 Square Feet more or less in R.S. Dag Nos.3176, 3177 & 3178, R.S. Khatian No. 552, J.L. No.17, R.S. No.180, Touzi No.228/229, Mouza- Krishnapur, lying and situated at Krishnapur Ghoshpara, Holding No. B.M.C.-378, Block-BM, Jyangra, Krishnapur, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District- North 24 Parganas, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, Ward No. 34 (old), 25 (new), within the limit of Rajarhat – Gopalpur Municipality now Bidhannagar Municipal Corporation, Assessee No. 200331122721
- W)** The land described in the Second Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- X)** The Owner/ Developer herein has mutated its name in the records and register of theand has been paying the applicable rates and taxes without any default.
- Y)** The Owner/ Developer herein has obtained a sanctioned building plan from thebeing building plan for construction of a new building at or upon the Second Schedule Premises.
- Z)** The Owner/ Developer herein named the Complex TRIDEV GARDEN PHASE II and the Complex has now popularly come to be known by the said name. The expression TRIDEV GARDEN PHASE II wherever used herein shall mean the complex comprising of TRIDEV GARDEN PHASE II including other phases of TRIDEV GARDEN .
- AA)** During the course of construction the Owner/ Developer invited offers for purchase of self contained residential ownership flats and the Purchasers herein offered to purchase ALL THAT the Apartment No. with Super Built Up Area of square feet approx on the Floor, consisting of Bed Rooms, One Dining/Living, One Kitchen,Toilets, Balcony constructed on the premises stated in the First

Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building and/or Project TRIDEV GARDEN PHASE II (morefully and particularly described in the **SECOND SCHEDULE** written hereunder and hereinafter referred to as the **SAID FLAT**) lying and situated at or upon the First Schedule Property hereunder written at and for the consideration of Rs...../- (Rupees) only and the parties entered into an Agreement.

BB) The said Flat is now since completed and the Purchaser has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum of **Rs...../- (Rupees) only** paid by the Purchaser/s herein to the Owner/ Developer (receipt whereof the Owner/ Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Owner/ Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT the Apartment No. with Super Built Up Area of square feet** approx on the **Floor**, consisting of **Bed Rooms, One Dinning/Living, One Kitchen,Toilets, Balcony** constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building and/or Project **TRIDEV GARDEN PHASE II** constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/ Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner/ Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common

areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER/ DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

1. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner/ Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/ Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/ Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
3. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/ Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
4. The Purchaser/s' undivided proportionate interest is impartible in perpetuity.
5. The Owner/ Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owner/ Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

6. The Owner/ Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owner/ Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER/S COVENANT/S WITH THE OWNER/ DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER/DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchaser has understood the concept, layout and scheme of **TRIDEV GARDEN PHASE II and/or TRIDEV GARDENS** to comprise of several Blocks and that all facilities and amenities in all Blocks shall be jointly enjoyed by the purchaser of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Owner/ Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER/ DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii) **TO OBSERVE** the rules framed from time to time by the **OWNER/ DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) **TO ALLOW** the **OWNER/ DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written

proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER/ DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) TO DEPOSIT the amounts reasonably required with the **OWNER/ DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) TO PAY charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii) NOT TO sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

viii) NOT TO do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

ix) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

x) NOT TO store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

xi) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

xii) NOT TO fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

xiii) NOT TO do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

xiv) NOT TO damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER/ DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/ DEVELOPER** may affect

the elevation in respect of the exterior walls of the said building.

xvi) NOT TO install grills the design of which have not been suggested or approved by the Architect.

xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

xviii) NOT TO raise any objection whatsoever to the **OWNER'S/OWNER/ DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/ DEVELOPER** subject to approval by the concerned authority.

xix) NOT TO make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER/ DEVELOPER** and/or any concerned authority.

xx) NOT TO use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

xxi) NOT TO raise any objection upon the Owner/ Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Owner/ Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.

xxii) Not to raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

xxiii) NOT TO raise any objection in the event the Owner/ Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Owner/ Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.

xxiv) NOT TO claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

xxv) NOT TO use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

xxvi) NOT TO park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER/ DEVELOPER** .

xxvii) TO ABIDE by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

xxviii) NOT TO make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner/ Developer herein including any further constructions, additions or alterations that may be made from time to time.

xxix) NOT TO claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxx) NOT TO claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner/ Developer exercising its right to deal with the same

xxxi) NOT TO place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

xxxii) To pay Service Tax at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

xxxiii) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.

- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

All That the piece or parcel of land measuring **26 Cottah 09 Chittack 23 Square Feet** more or less in R.S. Dag Nos.**3176, 3177 & 3178, R.S. Khatian No. 552, J.L. No.17, R.S. No.180**, Touzi No.228/229, **Mouza- Krishnapur**, lying and situated at **Krishnapur Ghoshpara, Holding No. B.M.C.-378, Block-BM, Jyangra, Krishnapur, Post Office- Krishnapur, Police Station- Rajarhat, Kolkata-700102, District- North 24 Parganas**, Additional District Sub Registrar Office, Bidhannagar, Salt Lake City, **Ward No. 34 (old), 25 (new)**, within the limit of Rajarhat – Gopalpur Municipality now **Bidhannagar Municipal Corporation, Assessee No. 200331122721** and the said portion of land and building is delineated by "RED" Border in the Map or Plan annexed hereto, which is butted and bounded as follows:

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO :

(THE SAID FLAT)

ALL THAT the **Apartment No.** with **Super Built Up Area of** **square feet** approx on the **Floor**, consisting of **Bed Rooms, One Dining/Living, One Kitchen,Toilets, Balcony** constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building and/or Project **TRIDEV GARDEN PHASE II** as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFFERRED TO

(COMMON PORTIONS)

PART-I

A. COMMON PARTS and PORTIONS in the BLOCK.

1. Lift.
2. 24 hrs Water Supply.

3. Fire Extinguisher.

4. Staircase.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- 1.** Establishment and all other capital and operational expenses of the Association of Flat Owners.
- 2.** All charges and deposits for supply, operation and maintenance of common utilities.
- 3.** All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
- 4.** All charges for the electricity consumed for the operation of the common machinery and equipment.
- 5.** All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
- 6.** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
- 7.** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
- 8.** All expenses for running and operating all machinery, equipments and installations

comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.

9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any

manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **OWNER/ DEVELOPER** at Kolkata in the presence of :

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the **PURCHASER/S** at Kolkata in the presence of:

- 1.
- 2.

SIGNATURE OF THE PURCHAER/S

RECEIVED from the within named Purchaser/s the within mentioned sum **Rs...../- (Rupees)** **only** by way of total consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

OWNER/ DEVELOPER