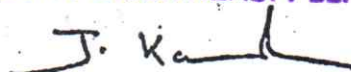


DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of

....., 2024 (Two Thousand Twenty-Four) BETWEEN;

SUN POWER REALTY LLP



Designated Partner/Partner

SRI TULSI DAS CHATTAPADHAYA alias **CHATTERJEE**, son of Late Naresh Chandra Chatterjee, having PAN: ACLPC9127H, Aadhaar No. 7185 7016 3121, by creed: Hindu, Indian by Retired Central Government National, by occupation : Employee, residing at 28, Sri Ram Dhang Road, Salkia, Post Office: Salkia, Police Station: Malipanchghara, District: Howrah, Pin: 711106, hereinafter called and referred to as "the **OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Vendor is being represented by his constituted Attorney **SUN POWER REALTY LLP**, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Sarat Banerjee Road, Police Station: Rabindra Sarovar, Kolkata: 700029, District: 24 Parganas (South), represented by one of its Partners namely, **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, District: 24 Parganas (South), duly appointed by dint of a registered Development Power of Attorney dated 15th November, 2019, which was duly registered in the Office of the Additional District Sub-Registrar at Howrah and registered in Book No.I, Volume No.0502-2019, Pages from 310839 to 310872, Being No.050208934 for the year 2019.

AND

(1) SRI..... having PAN: Aadhaar No....., son of and
(2) SMT..... having PAN: Aadhaar No..... wife
of both are by creed: Hindu, Indian by National, by occupation:
No.1 Service & No.2 House-Wife, both are Post Office:
..... are residing at Police Station: Kolkata:
7000....., hereinafter called and referred to as "the **PURCHASERS**"
(which term or expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include each of their
respective heirs, executors, administrators, legal representatives
and assigns) of the **SECOND PART**.

AND

SUN POWER REALTY LLP, having PAN: ADFFS8986D, a
Partnership Firm, having its Registered Office at 21/4, Aswini
Dutta Road, 2nd Floor, Post Office: Sarat Banerjee Road, Police
Station: Rabindra Sarovar, Kolkata: 700029, District: 24 Parganas
(South), represented by one of its Partners namely, **SRI JAY S.**
KAMDAR, having PAN: AKWPK2270L, Aadhaar No.7074 3050
7318, son of Late Sharad. H. Kamdar, by creed: Hindu, Indian by
National, by occupation: Business, residing at 38A/26, Jyotish Roy
Road, Post Office: New Alipore, Police Station: Behala, Kolkata:
700053, District: 24 Parganas (South), hereinafter called and
referred to as "the **DEVELOPER**" (which term or expression shall
unless excluded by or repugnant to the subject or context be

deemed to mean and include its successors-in-office and assigns) of the **THIRD PART**.

WHEREAS originally one Dinanath Chattopadhyay was the Owner of mokarri mourashi bastu land measuring more or less 7 (Seven) Cottahs 4 (Four) Chittacks with rooms and Building standing thereon, situate and lying at Mouza: Malipanchghara, J.L. No.1, under Police Station: Malipanchghara, Howrah: 711106, Additional District Sub-Registry Office at Howrah, District: Howrah.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Dinanath Chattopadhyay died intestate leaving behind his four sons viz. Ashutosh Chattopadhyay, Kalipada Chattopadhyay, Bijoy Krishna Chattopadhyay and Banku Bihari Chattopadhyay, as his only legal heirs and successors to inherit his entire estate including the aforesaid property left by their father, each having undivided 1/4th share of the same.

AND WHEREAS after such inheritance, while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Kalipada Chattopadhyay died intestate leaving behind him surviving his two sons viz. Bibhuti Bhusan Chattopadhyay and Phanindra Nath Chattopadhyay as his only legal heirs and successors, who jointly inherited the entire estate including the

undivided 1/4th share of the aforesaid property left by their father, each having undivided 1/8th share of the same.

AND WHEREAS thereafter said Phanindra Nath Chattopadhyay also died as bachelor and as such his undivided 1/8th share of the aforesaid property devolved upon his living brother viz. Bibhuti Bhusan Chattopadhyay and accordingly said Bibuti Bhusan Chattopadhyay became the Owner of the undivided 1/4th share of the aforesaid property.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Bibhuti Bhusan Chattopadhyay sold, transferred and conveyed his undivided 1/4th share of the aforesaid property including other property unto and in favour of his nephew Naresh Chandra Chatterjee by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 6th January, 1939 in the Office of the Sadar Joint Sub-Registrar at Howrah and recorded in Book No. I, Volume No.1, Pages from 107 to 115, Being No. 20 for the year 1939.

AND WHEREAS similarly Banku Bihari Chattopadhyay also died intestate leaving behind him surviving his daughter viz. Ponchubala @ Panchabala Devi, as his only legal heir and successor, to inherit his entire estate including the undivided

1/4th share of the aforesaid property, as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance, said Ponchubala @ Panchabala Devi became the Owner of the undivided 1/4th share of the aforesaid property and while absolutely seized and possessed the same as Owner thereof, she sold, transferred and conveyed his aforesaid property unto and in favour of said Naresh Chandra Chattopadhyay by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on September, 1948 in the Office of the Joint Sub-Registrar at Howrah and recorded in Book No.I, Volume No.22, Pages from 119 to 129, Being No.1533 for the year 1948.

AND WHEREAS in the manner stated above, said Naresh Chandra Chattopadhyay became the Owner of the undivided 1/2 share of the aforesaid property and absolutely seized and possessed the same as joint Owners thereof.

AND WHEREAS during the lifetime, said Ashutosh Chattopadhyay and his sister-in-law Smt. Binapani Devi filed one Title Suit being No.45 of 1949 before the then 2nd Court of Learned Sub-Judge at Howrah for partition of the suit property and ultimately the said suit was amicably partitioned amongst the co-sharer by way of a Solenama and according to the Solenama, the said suit was finally

disposed off on 27th November, 1950 by the Learned 2nd Sub-Judge at Howrah and according to the terms of the said Solenama, the Plaintiff to the said suit i.e. said Binapani Devi was allotted bastu land measuring 2 (Two) Cottahs 4 (Four) Chittacks 28 (Twenty-Eight) Square Feet more or less with structure standing thereon being the Western portion of the aforesaid property.

AND WHEREAS meanwhile said Ashutosh Chattopadhyay expired and after his demise his undivided 1/4th share of the aforesaid property leaving behind him surviving his wife Smt. Sailabala Devi and two sons viz. Krishna Dhan Chattopadhyay and Naresh Chandra Chatterjee as his only legal heirs and successors, who jointly inherited the undivided 1/4th share of the aforesaid property, as per Hindu Succession Act, 1956 each having undivided 1/12th share of the same.

AND WHEREAS after such inheritance, while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Smt. Sailabala Devi and Krishna Dhan Chattopadhyay jointly gifted away their undivided 1/6th share of the aforesaid property unto and in favour of said Naresh Chandra Chatterjee by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 4th May, 1959 in the Office of the Sub-Registrar at Howrah and recorded in Book No. I, Volume No.37, Pages 228 to 233, Being No. 2133 for the year 1959.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Naresh Chandra Chattopadhyay gifted away his aforesaid entire property unto and in favour of his son Tulsi Das Chatterjee by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 21st May, 1982 in the Office of the Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No.163, Pages from 144 to 151, Being No.4252 for theyear 1982.

AND WHEREAS during peaceful enjoyment over the said property, the name of said Tulsi Das Chatterjee had been mutated and recorded with the Office of the B.L. & L.R.O. in respect of his aforesaid property i.e. land measuring about 4 (Four) Cottahs 15 (Fifteen) Chittacks 27 (Twenty-Seven) Square Feet more or less but as per physical measurement land area comes to 5 (Five) Cottahs more or less and after such mutation his name was finally published under L.R. Khatian No.436, in L.R. Dag No.16 in respect of land measuring about 5 (Five) Cottahs more or less and he used to pay the necessary rents and rates to the said Authority.

AND WHEREAS in the manner stated above, said Tulsi Das Chatterjee, the Vendor herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs more or less together with old dilapidated 2 (Two) storied Building standing thereon, situate

and lying at Mouza: Malipanchghara, J.L. No.1, under L.R. Khatian No.436, appertaining to L.R. Dag No.16, being known and numbered as Municipal Holding No. 28, Sri Ram Dhang Road, Salkia, Police Station: Malipanchghara, Howrah: 711106, within the limits of the Howrah Municipal Corporation, under Ward No.4, Additional District Sub-Registry Office at Howrah, District: Howrah, hereinafter called and referred to as "the **SAID PROPERTY**" and morefully described in the **FIRST SCHEDULE** hereunder written and duly mutated his name with the Office of the Howrah Municipal Corporation and since then has been possessing the same uninterruptedly by doing all acts of ownership and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the said property as Owner thereof, the Vendor herein has with an intention to develop his said property by raising a multistoried Building thereon, entered into a registered Development Agreement on 30th March, 2015 with the Developer viz. "TB MINERAL WATER PRIVATE LIMITED" (presently known as "TB CONSTRUCTION PRIVATE LIMITED", a Private Limited Registered Concern, having its Office at 12, 13 & 14, Sri Aurobinda Road, Salkia, Police Station: Golabari, Howrah: 711106, represented by its Directors (1) SRI TAPAN PAUL, son of Sri Tarak Paul, (2) SMT. BAKUL PAUL, wife of Sri Tapan Paul and (3) SRI TAMAL PAUL, son of Sri Tapan Paul, all are of 5/2/6, Rashik Krishna Banerjee Lane, Salkia,

Police Station: Malipanchghara, Howrah: 711106 on the terms and conditions as stipulated therewith. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar at Howrah and registered in Book No. I, CD Volume No.11, Pages from 3159 to 3191, Being No.03076 for the year 2015.

AND WHEREAS subsequently the Vendor herein also executed and registered one Development Power of Attorney in favour of the said Developer viz. "TB MINERAL WATER PRIVATE LIMITED" (presently known as "TB CONSTRUCTION PRIVATE LIMITED" and empowering the said Developer to do all acts, deeds and things regarding the said property in his name and on his behalf. The aforesaid Power of Attorney was duly registered on 30th March, 2015 in the Office of the District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No.11, Pages from 3259 to 3271, Being No.03083 for the year 2015.

AND WHEREAS that in terms of the said Development Agreement, the said Developer measurably failed to perform its duties as a Developer and/or failed to implement the covenants and obligations stipulated in the said Development Agreement and as a result of which the Party hereto of the One Part herein prior to execution of this present Agreement has cancelled the said Development Agreement dated 30th March, 2015 by way of execution of a Deed of Cancellation dated 8th November, 2019 on

the terms and conditions as set for therein. The aforesaid Deed was duly registered in the Office of the District Sub- Registrar - I at Howrah and recorded in Book No. I, Volume No. 0501-2019, Pages from 189451to 189481, Being No.050105685 for the year 2019.

AND WHEREAS thereafter the Vendor herein also revoke the said Development Power of Attorney dated 30th March, 2015, by way of execution of a Deed of Revocation of Development Power of Attorney dated 8th November, 2019, which was duly registered in the Office of the District Sub-Registrar - I at Howrah and recorded in Book No. IV, Volume No. 0501-2019, Pages from 13624 to 13649, Being No. 050100555 for the year 2019.

AND WHEREAS after cancellation of the said Development Agreement dated 30th March, 2015 as well as also renovation of the said Development Power of Attorney dated 30th March, 2015, the Vendor herein further entered into a registered Development Agreement on 13th November, 2019 with the Developer herein under the terms and conditions as set forth therewith. The aforesaid Agreement was duly registered in the Office of the Additional District Sub-Registrar at Howrah and registered in Book No. I, Volume No. 0502-2019, Pages from 305846 to 305908, Being No. 050208812 for the year 2019.

AND WHEREAS subsequently the Vendor herein also executed and registered one Development Power of Attorney on dated 15th November, 2019 in favour of the said Developer herein and empowering the Developer herein to do all acts, deeds and things regarding the said property in his name and on his behalf. The aforesaid Power of Attorney was duly registered in the Office of the Additional District Sub-Registrar at Howrah and registered in Book No. I, Volume No. 0502-2019, Pages from 310839 to 310872, Being No. 050208934 for the year 2019.

AND WHEREAS thereafter the Developer herein got a Building Plan sanction from the Howrah Municipal Corporation vide B.P. No.18/20-21 dated 3rd July, 2020 for construction of a G+III storied Building upon the said property.

AND WHEREAS in terms of the said Development Agreement, the Vendor and the Developer herein formulated a scheme to enable person/party intending to own Flat/s and Car Parking Space/s in the said New Building together with undivided proportionate share or interest in the land of the said property along with undivided proportionate share in common areas where on the proposed Building is to be erected.

AND WHEREAS according to the said scheme, the Developer herein will construct or cause to be constructed G+III storied

Building at the costs and expenses of the Developer at the said property in accordance with the said sanctioned Building Plan.

AND WHEREAS in terms of the said Development Agreement, the Developer herein erected, constructed and completed the construction of the said G+III storied Building at the said property hereinafter called and referred to as "the **NEW BUILDING**", which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Developer herein already delivered peaceful khas possession of Owner's allocation in the New Building to the Vendor herein in terms of the said Development Agreement.

AND WHEREAS now the Vendor and the Developer herein absolutely seized and possessed of or otherwise well and sufficiently entitled to their respective allocations in the New Building at the said property free from all encumbrances.

AND WHEREAS the Purchasers have approached the Developer and agreed to acquire a portion of the Developer herein in the New Building and accordingly entered into a verbal Agreement for purchasing one self contained Flat bearing Flat No. having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space having an area of Square Feet more or

less in the Ground Floor from the new Building, which has constructed as G+III storied.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Owner, the undivided impartible proportionate share of land in the said property, morefully described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever together with the undivided proportionate share and the benefit of the Plans relating to the said Flat bearing Flat No. having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space having an area of Square Feet more or less in the Ground Floor from the new Building belonging to the allocation of the Developer herein, hereinafter called and referred to as "the **SAID FLAT & CAR PARKING SPACE**", which is morefully described in the **SECOND SCHEDULE** hereunder written, also with the right of user of the common portions, morefully described in the **THIRD SCHEDULE** hereunder written and together with all right or rights in respect of said Flat & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the **SECOND SCHEDULE** hereunder written, on the terms and conditions as agreed upon by and between the Parties hereto at or for the total consideration of Rs./- (Rupees

.....) only paid by the Purchasers to the Developer herein.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Flat bearing Flat No having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space having an area of Square Feet more or less in the Ground Floor from the new Building, which has already been constructed as G+III storied, is free from all encumbrances charges, liens, lispences, attachments, trusts whatsoever or howsoever and the Owner has also represented and assured the Purchasers that he has absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said property attributable to the said Flat & Car Parking Space.

AND WHEREAS in pursuance of the aforesaid, the Owner at the request of the Developer is completing the sale of the undivided share of land in the said property attributable to the said Flat & Car Parking Space and the Developer is also completing the sale of the said Flat & Car Parking Space and the undivided proportionate share in the common portions in the new Building and/or the said property by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said property and in consideration of the sum of/- (Rupees/-) only paid by the Purchasers to the Developer, being the total consideration price (the receipt whereof the Developer doth hereby also by the Receipt and Memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchasers the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions). The Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendor do hereby confirm unto the Purchasers **ALL THAT** the undivided impartible proportionate share in the land contained in the said property, morefully described in the **FIRST SCHEDULE** hereunder written, attributable to the said Flat & Car Parking Space together with the undivided proportionate share and/or the benefit of the Plan relating to the said Flat & Car Parking Space, morefully described in the **SECOND SCHEDULE** hereunder written **AND ALSO** the proportionate share of the portions, morefully described in the **SCHEDULE** hereunder written, in common with the Co-Owners and/or Occupiers of the new Building **AND** the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendor do hereby confirm unto the Purchasers the said Flat bearing Flat No having super built up area of

..... Square Feet more or less on the side of the Floor and one Car Parking Space having an area of Square Feet more or less in the Ground Floor from the new Building, morefully described in the **SECOND SCHEDULE** hereunder written and the undivided proportionate share in the common portion, morefully described in the **THIRD SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the undivided share of land in the said property attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions 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 areas, fences, passages, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions and other

rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor and the Developer into or upon the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND SUBJECT TO** easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said property, the land and the new Building by the Purchasers as Co-Owners as mentioned in the **FIFTH SCHEDULE** hereunder written **AND TO HAVE AND TO HOLD** the said undivided share of land attributable to the said property and the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants, the rules & regulations and

obligations contained in the **SIXTH SCHEDULE** and the **SEVENTH SCHEDULE** hereunder written and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchasers paying and discharging all taxes, impositions and other common expenses relating to the said proportionately and the said Flat & Car Parking Space and details whereof are morefully mentioned in the **FOURTH SCHEDULE** hereunder written.

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

1. **THAT** the interest which the Vendor and the Developer doth hereby professes to transfer, subsists and that the Vendor and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser, the said Flat & Car Parking Space and undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.
2. **AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the said undivided share of land in the said property for the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any

interruption, disturbance, claim or demand whatsoever from or by the Vendor or the Developer or any person or persons claiming through under or in trust for the Vendor and/or the Developer unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.

3. **AND THAT** the Vendor and the Developer shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land in the said property, the said Flat & Car Parking Space and the undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED

AND DECLARED BY AND BETWEEN THE PARTIES HERETO as

follows:-

THAT the said Flat & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has

been delivered by the Developer herein and the Purchasers duly received delivery of possession of the same with full satisfaction.

THAT the Purchasers shall bear the cost of GST in respect of the said Flat & Car Parking Space, if the same be levied by the Government of India/West Bengal.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY/PREMISES)

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs be the same a little more or less together with G+III storied standing thereon, situate and lying at Mouza: Malipanchghara, J.L. No. 1, under L.R. Khatian No.436, appertaining to L.R. Dag No. 16, being known and numbered as Municipal Holding No. 28, Sri Ram Dhang Road, Salkia, Police Station: Malipanchghara, Howrah: 711106, within the limits of the Howrah Municipal Corporation, under Ward No.4, Additional District Sub-Registry Office at Howrah, District: Howrah, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH : 49, Salt kart Lane ;

ON THE SOUTH : Sri Ram Dhang Road ;

ON THE EAST : Salt Kart Lane ;

ON THE WEST : Holding No.28, Sri Ram Dhang Road

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID FLAT & CAR PARKING SPACE)

ALL THAT a self contained Flat bearing Flat No having carpet area of Square Feet more or less Or super built up area of Square Feet more or less on the side of the floor and one car parking Space having an area of Square Feet more or less in the Ground Floor from the new Building, constructed and/or built as G+III storied on the piece or parcel of land as described in the **FIRST SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share or interest in land attributable to the said Flat & Car Parking Space and all other rights of user of the common parts/portions in the said new Building as mentioned in the **THIRD SCHEDULE** hereunder written, morefully and particularly shown and delineated with "**RED**" border line in the **MAP** or **PLAN** annexed herewith all being the part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON PART & PORTIONS)

1. **AREAS** :-

- A. Entrance and exits to the premises and the Building.
- B. Darwan's room, if any.
- C. Boundary walls and main gate of the premises.
- D. Stair case, stair head room and lobbies on all the floors.

- E. Entrance lobby, electric/utility room, water pump room, if any, underground overhead reservoir and the Office room, to be used by the Association/ Committee, if any.
- F. Common installations on the roof and in the Ground Floor and also in each floor.
- G. Right to access on the roof above the top of the floor of the Building.
- H. The open land in the premises, foundation columns, beams, supports, common passage and boundary walls of the Building.

2. **WATER PLUMBING AND DRAINAGE** :-

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit) or exclusively for the same.
- B. Water supply system of the whole Building.
- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use).

3. **ELECTRICALS INSTALLATIONS** :-

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use.
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.

4. **LIFT**:-

One four passenger lift with collapsible gate.

5. **OTHERS** :-

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and/or user of the units in common by the Co-Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON EXPENSES)

1. **MAINTENANCE**:-

All the costs of maintaining, operating, replacing, repairing white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting and renovating the common portions including the exterior or interior (but not inside any Flat) walls of the new Building.

2. **STAFF**:-

The salaries of and all other expenses of the staff to be employed for the common purposes including durwans, security personnel, sweepers, plumbers, electricians, etc.

3. **ASSOCIATIONS** :-

Proportionate costs of establishment and all other expenses of the Association including its formation, Office and miscellaneous expenses.

4. **INSURANCE**:-

Proportionate costs of insurance premium and other expenses for insuring the new Building inter-alia, against earth quake, fire, mob violence, damages, civil commotion etc.

5. **COMMON UTILITIES**:-

Proportionate costs of all charges and deposits for supplies of common utilities to the Co-Owners incommon.

6. **ELECTRICITY** :-

Proportionate costs of electricity charges or the electrical energy consumed for the operation of the common portions.

7. **RATES AND TAXES** :-

Proportionate costs of Municipal tax and other levies in respect of the said property and the new Building **SAVE** those

separately assessed on the Purchasers in respect of the said Flat & Car Parking Space.

8. All other expenses, taxes, rates and other levies as be necessary or incidental or liable to be paid by the Co- Owners in common including such amount as be fixed forcreating as fund for replacement, renovation, painting and/or expenses relating to the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE EASEMENTS)

The Co-Owners shall allow each other and the Association, upon its formation the following rights, easements, quasi-easements, privileges and/or appurtenances: -

1. The right upon common passage for user and movement in all common portions.
2. The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the new Building including the said Flat.
3. Rights of support, shelter and protection of each portion of the new Building by other and/or others thereof.
4. The absolute, unfettered and un-encumbered right over the common portions **SUBJECT TO** the terms and conditions herein contained.

5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Flat & Car Parking Space.
6. Right to install Television Antenna at such place on the roof of the new Building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any co-owners entitled exclusively to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COVENANTS, RULES & REGULATIONS)

1. The Purchasers shall not at any time, claim partition of the undivided impartible proportionate share and/or the common portions.

SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law of for the time being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat & Car Parking Space and the undivided share of land in the said property and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES & IMPOSITIONS:-**

- A. The Purchasers shall after the transfer being completed in terms hereof apply for and have the said Flat & Car Parking Space separately assessed for the purpose of assessment of rates and taxes.
- B. Until such time as the said Flat & Car Parking Space be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.
- C. Upon the mutation of the said Flat & Car Parking Space in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition in respect of the said Flat & Car Parking Space.

3. **THE ASSOCIATION** :-

The Purchasers and also the Vendor and the Developer (if retains any Flat, Space and unsold Car Parking Space) shall become members of the Association and shall pay proportionately, all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules

and/or regulations as be necessary and be reasonably required by the Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE OBLIGATIONS)

1. **THE PURCHAERS SHALL:** -
 - A. Maintain at their own costs and shall keep the said Flat & Car Parking Space in the good conditions state and order in which it was delivered to them and shall abide by all laws, bye-laws rules and regulations as per the West Bengal Apartment Ownership Act, 1972 and if amendment is being done from time to time.
 - B. Use the area and facilities strictly as required for passage for ingress to and egress from the said Flat & Car Parking Space and shall not cause any obstructions or hindrances or interferences of freeingress and egress of the said Building for the Developer or persons claiming through them.
 - C. Permit the Association and their Surveyors of Agents with or without workman and others at reasonable time with prior notice in writing to enter into and upon the said Flat & Car Parking Space or any part thereof in view and examine the state and conditions thereof and shall request them to make good (within the time as mentioned in the

notice from the Association to the Purchaser) all such defects and repairs.

- D. Permit the Association and their Surveyors or Agents with or without workman and others as also the Officers and staff of any public supply Authority or bodies at their convenient time to enter into and upon the said Flat & Car Parking Space or any part thereof for the purpose of repairing or any part of the said Building and for the purpose of making, repairing, re-building, maintaining, clearing, lighting and keeping in order and good conditions all services drains, pipes, cables, water co-belonging to or serving or use for the said Building and also for the purpose of pulling down, maintaining, repairing and testing drainage and water pipes and electric wires and connections.
- E. Execute file and register all declarations, deed and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relating to the said Flat & Car Parking Space and shall also furnish declares and file in compliance with all statutory obligations in respect of income tax, wealth tax, urban land tax, multi storied Building tax and other statutory obligation from time to time and all time statements and shall comply with and observe all formalities from time to

time as shall be necessary in any other law or required for any purpose including for registration of Conveyance and/or transfer Deed and shall always pay and discharge all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the Vendor and the Developer against demands, claims, suits, actions, proceedings, charges, costs and expenses in respect thereof and shall execute from time to time all papers and documents and to do all other things for giving effect to the present and also for protecting the interest of the Vendor and the Developer and of the other Purchasers and/or holders of the other portions in the said Building.

- F. The Purchasers shall full proprietary right and interest and shall be entitled to sell, mortgage, rent or lease without requiring to have or seek any consent for the purpose from the Vendor or any other Owners of other Owners Apartment association in the said Building.

2. **THE PURCHASERS SHALL NOT:** -

- A. Use the said Flat & Car Parking Space or any portion thereof for any illegal purpose whatsoever. The Purchasers shall not cause danger, nuisance or annoyance to the Occupiers of the other Flats in the said Building or to the Owners or Occupiers of the

adjoining or neighbouring properties nor shall use the same for any illegal or immoral purpose.

- B. Purchasers cannot do addition or alteration or constructions of permanent nature in the said Flat & Car Parking Space or any part thereof which will affect the structure and like of the said Building but shall be allowed to effect necessary addition/alteration which would not violate Kolkata Municipal Corporation Building Rules and exterior design of the Building.
- C. Throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allow the same to be accumulated in the said Flat & Car Parking Space, passages, lobbies, staircase or in the open space.
- D. Store or keep stored or allowed to be stored in the said Flat & Car Parking Space any good or hazardous or combustible nature or otherwise materials or any other goods of articles which are likely to endanger the said Building or any articles giving an offensive smell or which are so heavy as to effect the structure of the said Building or keep any animals or any other articles, which may create extra nuisances or annoyances to the neighbours and/or other Purchasers and/or the Vendor and/or the Purchasers or Occupiers of the other Building in the neighbourhood.

- E. Hang from or attach to beams or rafts any article which is heavy or likely affect en-danger or damage the said Building and/or construction thereof.
 - F. Demolish the said Flat & Car Parking Space of any part thereof.
 - G. Use stove or chula in the stair case and other common parts, passages and other portion and/or allow the smoke to spread and to go in the common area, common parts, and common portions and in other Flats in the said Building.
3. The Purchasers' undivided ownership in the said soil or land, as described in the **SECOND SCHEDULE** hereunder written shall remain joint forever with the Owners of the other portions of the said Building and is being hereby further declared that the interest in the said soil or the said plot of land is impartible.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES:-

1.

**SIGNATURE OF THE CONSTITUTED
ATTORNEY OF THE OWNER/
VENDOR**

2.

SIGNATURE OF THE PURCHASER

Drafted by me: -

SIGNATURE OF THE DEVELOPER

Advocate

Enroll. No.

Alipore Judges' Court, Kol: 27.

Computer Typed by :-

DEBASISH NASKAR

Alipore Judges' Court, Kol: 27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. /-(Rupees)
only being the consideration in full towards sale of the said Flat & Car Parking Space including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property.

SL. NO.	DATE	CHEQUE / DRAFT NO.	BANK WITH BRANCH	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
Total :				Rs...../-
(RUPEES) ONLY				

WITNESSES: -

1.

2.

SIGNATURE OF THE DEVELOPER

SUN POWER REALTY LLP

J. K. K...
Designated Partner/Partner