

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
 , 202 (*Two Thousand and Twenty*) A.D.

VINAYAK DEVELOPERS

Syde' hash

Partner

BETWEEN

SRI. PROTAP KUMAR GHOSH [PAN - ADOPG5263A] by Occupation – Lawyer, AND SRI.DEBABRATA GHOSH [PAN - ADPPG0122P] by Occupation – Retired Service person , both are sons of Late Ranjit Kumar Ghosh, both are adults, Indian Inhabitants, by Religion – Hindu, presently having address at 218, Lenin Sarani, P.O. & P.S. – New Barrackpore, P.S.- Ghola, Dist. – 24 Parganas (N), Kol - 700131,hereinafter jointly called and referred to as **LANDOWNERS** (which expression shall unless repugnant to the context otherwise meaning be deemed to mean and include his legal heirs, successors, administrators and/or assign) the party of the **FIRST PART**.

[The Vendors herein are represented by their Constituted Attorneys "**VINAYAK DEVELOPERS**" [PAN - AAQFV0308Q], a Partnership Firm, having its Registered Office at 56, Kalibari Girls' School Road, P.O. & P.S. - New Barrackpore, Kolkata 700131, represented by its Partners namely **1) SRI SATYAKI GHOSH [PAN - BBIPG8455K]** son of Tapan Kumar Ghosh, residing at 49,Main Road (East), P.O. & P.S. - New Barrackpore, Kolkata -700131 and **2) SMT. PRIYANKA DHAR [PAN - HBTPS5777R]** wife of Sri Pradip Dhar, of Village - Tegharia, P.O. - Jugberia, P.S. - Ghola, Kolkata - 700110, both are by faith Hindu, by Nationality Indian, by Occupation –Business, by dint of a registered Development Agreement Cum Development Power of Attorney on 24.11.2023 which has been recorded in Book No. I, Volume No. 1502-2023, pages from 248705 to 248747 being number 150209339 in the office of D.S.R. Barasat, West Bengal.

AND

"VINAYAK DEVELOPERS" [PAN-AAQFV0308Q], a Partnership Firm, having its Registered Office at 56, K, P.O. – Kalibari Girls’ School Road, P.O. - New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.), District - North 24 Parganas, Kolkata – 700131, represented by its Partners namely **(1) SRI SATYAKI GHOSH [PAN – BBIPG8455K]** son of Tapan Kumar Ghosh, residing at 49 Main Road (East), P.O.- New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.). District - North 24 Parganas, Kolkata -700131 & **(2) SMT PRIYANKA DHAR [PAN – HBTPS5777R]** wife of Sri Pradip Dhar, daughter of Ashok Shamanta, residing at Village - Teghoria, P.O.-Jugberia, P.S. - Ghola, District North 24 Parganas, Kolkata - 700110, both are by Religion - Hindu, by Nationality - Indian, by occupation Business, hereinafter referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and the heirs and successors-in-office, legal representatives and assigns) of the Party of the **SECOND PART**.

AND

..... **(PAN :.....**, S/o....., by Occupation -.....,by faith, by Nationality, residing at, hereinafter as the **"PURCHASERS"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) on the **THIRD PART**;

WHEREAS one possession of the said land with tanks and

other

watery areas was duly taken under the provision of the said Act. By the Government and title of the said lands, thereupon vested in the state of West Bengal free from all encumbrances in terms of Section 8 (1) (a) of the said Act.

AND WHEREAS by an Agreement which was executed by and between the New Barrackpore Co-operative Colony Society Ltd and the Government on the 23rd November, 1953 (herein after referred to as the said agreement) the society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme, within a period of three years from the date on which possession of the said lands would be given to the New Barrackpore Co – operative Colony Society Ltd. Or within such extended period as might be allowed by the Government and the Government agreed to do and execute all such acts and deeds as would be necessary and proper for vesting the said land and in the New Barrackpore Co – operative Colony Society Ltd.

AND WHEREAS the Government thereafter, empowered the society under sub-section (2) of Section 10 of the West Bengal Land Development and planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said Agreement.

AND WHEREAS the New Barrackpore Co-operative Colony

Society Ltd. Completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement inter alia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development plan of the said scheme amongst the members of the society who were all refugees from the then Easter Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to scheme nos. land III of the said development plan to be used for common purpose of scheme no. land III.

AND WHEREAS the Government approved the total cost of the scheme as well as the price of individual plots at which the vendor proposed and agreed to allot the plots to respective allottees under their Memo No.- 878-L. Dev. Dated 18/01/1958 of the Land and Land revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the allottee being admitted into membership of the society was allotted a plot of land measuring an area of 03(three) cottahs approximately, in C.S. Dag- 45, R.S. Dag No. 585 (p), J.L. No. - 35, Scheme No. III, Khatian No, Mouza Aharampur under the development scheme (byway of transfer from the earlier member - allottee Shri Ranjit Kumar Ghosh enrolled on 13-01-1957 by the Society and the Allottee is in Possession of the said Plot since 03/01/2001.

AND WHEREAS the allottee predecessor in interest of the

allotee paid a total consideration and/or price of Rs...../- (.....) only for the said plot.

ANDWHEREAS the society in terms of the said agreement paid a total amount of Rs..... (.....) to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs charges and expenses of the proceeding in connection with such acquisition as per demands made by the Government from time to time.

AND WHEREAS the society thereafter requested the state of West Bengal to execute a proper Deed of Conveyance in favour of the Society for the purpose of vesting the said land in the society in accordance with the said agreement.

ANDWHEREAS in pursuance of the said agreement, the governor of the state of West Bengal granted transferred conveyed and assigned unto the by an Indenture dated 1st February 1996 which was registered with the district registrar, North 24 Parganas, Barasat on the 8th February 1996 being Deed No 970 of 1996 of the said registration office all the piece and parcels of Land measuring a total area of 181.27 acres in Mouza Masunda, J.L. Ni. 34 and Mouza Aharampur, J.L. No. 35 Mouza Kodalia, J,L,-36 all under P.S.-Khardah, Dist-North 24 Parganas contained in C.S. Plot numbers as described in schedule "A" here under and to hold un to the society absolutely free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said Indenture of Conveyance together with

modification made by the government of West Bengal land and Land Reforms Department, Land reforms Branch notification No. 2705-L. Dev./5D-4/92 Dated 9th April, 1997 as published part of the said Deed.

AND WHEREAS thereafter said New Barrackpore Co-operative Homes Ltd.(Formerly New Barrackpore Co-operative Colony Society Ltd.) transferred ALL THAT piece a parcel of measuring an area of 03 cottahs (more or less) in scheme No III of the Development Plan of the Society in C.S. Dag No 415, R.S. Dag No 585, lying and situated at Mouza- Aharampur, J.L. No. 35, within the local limits New Barrackpore Municipality, Holding No 218, A.D.S.R.O. Sodepur, District-North 24 Parganas by way of a Deed of Conveyance was registered on 27/06/2001 in the office at Barasat D.S.R. 1 no office copied in book no. 1, Volume no. 93, pages from 310 to 317 Deed no. 4951/2001 to Present 1 No Land Owners.

AND WHEREAS thereafter said New Barrackpore Co-operative Homes Ltd.(Formerly New Barrackpore Co-operative Colony Society Ltd.) transferred ALL THAT piece a parcel of measuring an area of 03 cottahs (more or less) in scheme No III of the Development Plan of the Society in C.S. Dag No 415, R.S. Dag No 585, lying and situated at Mouza- Aharampur, J.L. No. 35, within the local limits New Barrackpore Municipality, Holding No 218, A.D.S.R.O. Sodepur, District-North 24 Parganas by way of a Deed of Conveyance was registered

an27/06/2001 in the office at Barasat D.S.R. 1 no office copied in book no. 1, Volume no. 93, pages from 318 to 325 Deed no. 4952/2001 to Present 2No Land Owners.

AND WHEREAS Present Land owners are become the sole and absolute owner in respect of All that piece and parcel of measuring as area of 06 Cottah lying and situated at Mouza Aharampur, J.L.No.35,comprised in C.S. Dag No 415, R.S. Dag No 585 corresponding to L.R .Dag No1899, Under L.R. Khatian51/1,lying and situated at Mouza-Aharampur, J.L.No. 35 within the local limits New Barrackpore Municipality, Holding No 218, A.D.S.R.O. Sodepur, District-North24 Parganas.

AND WHEREAS the land owners mentioned herein above is now desirous of developing a multi-storied building (G+4) over the said plot of land measuring 9.91 [Nine Point Nine One] satak, after demolishing the old dilapidated structure with brick wall covered with roof but due to lack of financial capacity as well as experience in construction works have been in search of Developer who can undertake the responsibility of the proposed new building for commercial as well as residential purpose as per the plan to be sanctioned by the New Barrackpore Municipality in respect of the aforesaid property and as per specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said plot of land at the cost to be paid by the Developer and / or received or obtained from time to time from the intending buyers of the flats or shops to be constructed and will be comprised in the new building as shown in the plan.

AND WHEREAS the party of the Second Part having immense

experience as builder and having financial capability has accepted the said offer of the party of the FIRST PART so as to effecting development upon the said land as described in the First Schedule written hereunder/thereto after having due satisfaction as to the proper Right, Title and Interest of the Land Owners of the First Part over the said land as described in the First Schedule written hereunder/thereto on terms and conditions as laid down thereto and has mutually agreed upon by and between the parties thereto and signed a Development Agreement Cum Development Power of Attorney on 24.11.2023 which has been recorded in Book No. I, Volume No. 1502-2023, pages from 248705 to 248747 being number 150209339 in the office of D.S.R. Barasat, West Bengal

AND WHEREAS the Developers have in the meantime/obtained a plan duly sanctioned by New Barrackpore Municipality vide sanction building plan number PWD/BLDF.PLAN/14 dated 03.05.2024 for raising a masonry building up to limit of (G+3) storied and after the completion of construction, The Owner and Developers will be acquire their respective allotment property between themselves as per the Said Development Agreement with their possession as agreed upon.

AND WHEREAS in accordance with the said sanctioned Plan the Developers herein constructed said multi-storied Building namely **RENUKA SKYLINE** on the captioned property and now it is in habitable nature together with the facilities of water and Electricity connection.

BE IT MENTIONED HERE that as per Development Agreement the Land Owners will get their allocation out of the total constructed area along-with all right, title and interest, right to use of the common parts and facilities along-with undivided un-demarcated

proportionate share of land as per the sanctioned building plan and the Developers will get remaining constructed area out of total constructed area along-with all right title interest along-with right to use of the common parts and facilities along-with undivided un-demarcated proportionate share of land as per the sanctioned building plan.

AND WHEREAS by virtue of the said Development Agreement, and the Power of Attorney in favour of the Partners of the “**VINAYAK DEVELOPERS**”, the Developer herein entitled to sell out the Developer’s Allocation of Residential Flats (Except Land Owner’s allocation, which is reserved only for the Owner).

AND WHEREAS the Developer hereby intends to sell out the Flats from the Developer’s Allocation save and except the Land Owners allocation, to the prospective buyer/buyers as clearly mentioned in the said Development Agreement.

AND WHEREAS the Purchasers above named has duly inspected all the Title Deed and relevant documents of the said Vendor relating to the said plot of Land and sanctioned Plan and has satisfied himself with reward thereto and also in respect of the areas, dimensions, measurements, specifications and other details whatsoever concerning the said Building, Flats and other spaces to be erected thereat.

AND WHEREAS the Purchasers above named approached to the Developer and expressed their willingness to purchase **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building (**RENUKA SKYLINE**) identified as **Flat – 2A** measuring with Covered Area 676 square feet corresponding to Super

Built-up area of **924 Square Feet** be the same a little more or less together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of **Rs..... /- (.....)**, free from all sorts of encumbrances and for greater clearance of the respective the said Residential Flat, one PLAN is annexed herewith and delineated in RED mark which will be treated as a part of this Deed of Conveyance.

AND WHEREAS according to the proposal of the Purchasers above named, the Vendors & Developers herein jointly agreed to sell **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building (**RENUKA SKYLINE**) identified as **Flat - 2A** measuring with Covered Area 676 square feet corresponding to Super Built-up area of **924 Square Feet** be the same a little more or less together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of **Rs...../- (.....)** and entered into a Agreement for Sale executed on 25th day of May, 2024.

AND WHEREAS the said **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat - 2A** measuring with Covered Area 676 square feet corresponding to Super Built-up area of **924 Square Feet** more or less, here-in-after called and referred to as the **SAID UNIT**.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs..... /- (.....)** of the lawful money of the Union of India well and truly paid by the Purchasers to the Developers (receipt whereof the Developers do hereby as also the Memo of Consideration written herein below admit and acknowledge-and from the same and every part thereof hereby acquit, release and forever discharge the Purchasers and the property hereby sold and transferred the Vendors and the Developers do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendors and the Developers do hereby sell, grant, transfer unto the Purchasers in respect of **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat - 2A** measuring with Covered Area 676 square feet corresponding to Super Built-up area of **924 Square Feet** be the same a little more or less of the multi-storied Building commonly known as **“RENUKA SKYLINE”** (more fully and particularly described in the Second Schedule hereunder written) together with the undivided proportionate share of the land in the building (more fully and particularly-described in the First Schedule hereunder written) and also the undivided share in the staircase roof, landing, entrance and passage of the building in common with the other owners / occupiers of different flats/units/ Residential Flat in the said building for the purpose of beneficial use and enjoyment of the said Residential Flat including the uninterrupted and free access to and from the main Municipal Road AND other common areas and facilities more fully and particularly described in the Third Schedule hereunder written (hereinafter collectively referred to as the **SAID**

RESIDENTIAL FLAT OR HOWSOEVER OTHERWISE THE SAID RESIDENTIAL FLAT now is or at any time or times hereto before was situated, butted bounded, called, known numbered described and distinguished **TOGETHER WITH** all fixtures, walls, sewers, drains, passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said Residential Flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, rights, title, interest, claims, use, inheritance, trust, property or demand whatsoever of the Developers do at law or in equity into and upon the said Residential Flat or any part thereof **TO HAVE AND TO HOLD** the said Residential Flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof **TOGETHER WITH** their and every of their respective rights manner and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, trusts, charges, liens, lisp endens, attachments, acquisition and requisition by the Govt. or any Govt. Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said Residential Flat, if necessary at any time subject nevertheless to the easements and quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Residential Flat as mentioned in the Fifth Schedule hereunder written and excepting and reserving unto the Developers and the other owners and occupiers of other flats/Units/ Residential Flat in the

said building such easements or quasi-easements and rights and privileges also subject to the Purchasers' covenant to bear and pay her proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flats/Units/ Residential Flat of the said building for maintenance of the flats/Units/ Residential Flat of the said building as mentioned in the Fourth Schedule hereunder written. The Third, Fourth & Fifth Schedule hereunder written shall cover the interests, easements, quasi-easements, exceptions reservations and privileges of the flats/Units/ Residential Flat owners / occupiers only. The Vendors and Developers hereby deliver khass possession of the Second Schedule Residential Flat to the Purchasers' this day and in evidence of transfer, the Vendors and Developers execute this Deed of Conveyance and registration in favour of Purchasers.

THE VENDORS & THE DEVELOPERS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

- a) That the said land / Residential Flat (hereinafter referred to as First & Second Schedules) and every part thereof are not attached in any proceedings started by or at the instance of Estate duty, Income tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and/or be paid accordingly or department of or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate Duty Authority.
- b) That notwithstanding any act deed matter or thing by the Vendors &

Developers or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors & Developers are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Residential Flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Vendors and the Developers have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said Residential Flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- c) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors and the Developers to the contrary the Vendors have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Residential Flat unto the Purchasers in the manner aforesaid.
- d) That it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the said Residential Flat and receive the rents, issues and

profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendors and the Developers or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Residential Flat from under through or in trust for the Vendors and the Developers and free from and forever discharge or otherwise and by and at the cost of the Developers well and sufficiently made harmless and indemnified of from and against all charges, liens, lisp endences, attachments by the Vendors and the Developers or any person or persons lawfully or equitably claiming as aforesaid.

- e) That the Vendors and the Developers and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said Residential Flat from through under or in trust for the Vendors and the Developers and / or their predecessors in title or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of cause to be done made acknowledged and executed all such further and other acts, cause, things and assurances whatsoever for further, better and more perfectly assuring the said Residential Flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- f) The Purchasers shall be entitled to sale, transfer, mortgage, lease, rent, assign and / or deal with the said Residential Flat along with undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the First, Second and Third Schedule

hereunder in such manner as the Purchasers shall think fit-and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the Vendors and the Developers who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.

- g) Such apartment / Flat/ Residential Flat owners, present or future shall be entitled to as undivided interest in the common portion / parts / amenities / conveniences in the percentage expressed in the declaration and appurtenance to each Apartment / Flat / Residential Flat as per West Bengal Apartment Ownership Act, 1972.
- h) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- i) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.
- j) The Vendors and the Developers hereby declare that the above mentioned building / flat/ Residential Flat has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made there under and sold, conveyed assured and assigned accordingly and be submitted the flats/units/ Residential Flat U/S. 10 of the said Act / Rules.

THE PURCHASERS HEREBY AGREES AND COVENANTS WITH THE VENDORS AND THE DEVELOPERS AS FOLLOWS :-

- a) That the right of the Purchasers shall remain restricted to the said

Residential Flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, second and third schedule hereunder roof right.

- b) Developers liable to complete, completion certificates (C.C)
- c) The Purchasers and other owners / occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association, pay proportionately the necessary taxes, revenue and maintenance charge of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.
- d) The cost of maintaining, replacing, repairing white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, rain water pipes, water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerages, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchasers and occupier thereof, shall be borne by the said Society, Association or Company.
- e) The Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.
- f) In the event of any Capital expenditure for repairs, maintenance etc.

for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.

- g) The Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoings in respect of her Residential Flat in full.
- h) The Purchasers shall have the absolute right to mutate her name in the Local Municipal Office and B.L. & L.R.O. Office and pay the taxes of her respective portion to be separately assessed by the Authorities. So, long as such Residential Flat of the said building shall not be separately assessed for taxes the Purchasers shall pay to the Developers a proportionate share of the Municipal Taxes, Water Tax of any in respect of **ALL THAT** one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat - 2A** measuring with Covered Area 676 square feet corresponding to Super Built-up area of **924 Square Feet** be the same a little more or less of the multi-storied Building commonly known as **“RENUKA SKYLINE”** such apportionment shall be made by the Developers in consultation with the Purchasers on the basis of the area acquired by the Purchasers.
- i) The Developers shall appoint a caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat/unit/ Residential Flat owners of said Apartment. An amount is to be paid by a flat/unit/ Residential Flat owners per month to the Developers until the Association, Society or Company is formed, in order to look after the building and its common amenities.
- j) To permit the Developers and their authorized agent with or without

workmen at all reasonable time on notice (except in case of emergency) to enter into space of the Purchasers to check / view and examine the state and condition of the said space and her convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain pipes, rain water pipes, electric cables and conditions. As per verbal discusses with Developers we are mutually agreed that you can and the specific clause regarding Car Parking Space in common area i.e. Back side of the building. We have no objection regarding this clause.

- k) Not to deposit, throw, accumulate any rubbish water, dirt, rage or other refuse in the staircase or any common parts of the building or premises or permit the same.
- l) To keep the internal portion of the said Residential Flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- m) Not to make any addition or alterations in structural work of the said Residential Flat except with the prior approval and sanction of the New Barrackpur Municipality or appropriate authority.
- n) Not to use stove or chulas in the stairs and other common portions and/or allow smoke to spread and go in common areas.
- o) Not to do any act, good or thing whereby the Vendors & Developers are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.
- p) To use in common with other occupiers and owners of other flats/units/ Residential Flat of the building, the common areas and facilities as described in the Third Schedule hereinafter written.
- q) Previous due any Tax or charges paid by the Developers before

Registration.

THE FIRST SCHEDULE ABOVE REFERRED TO
(The description of the property)

ALL THAT piece and parcel of land with all easement rights, lying and situated within the District of North 24 Parganas, within the Local Limit of New Barrackpore Municipality, Ward No. 15, having its Holding No.218, Lenin Sarani, within the Police Station –New Barrackpore,in the District North 24 Parganas,Kolkata-700131 within the jurisdiction of A.D.S.R. office Sodepur in the District North 24 Parganas, measuring an area about 06 cottahs comprised in C.S Dag no.415, R.S.Dag No 585 corresponding to L.R.Dag No-1899, under R.S khatian no.447, corresponding to L.R. Khatian No51/1,under Mouza Aharampur,J.L. No – 35. The Property is abutted and bounded by:

ON THE NORTH :Land of Sipra Basu & Dipa Basu Roy chowdhury

ON THE SOUTH :Lenin Sarani

ON THE EAST :Land of Amal Mukherjee

ON THE WEST :Public Passage

THIS SECOND SCHEDULE ABOVE REFERRED TO

(Said Flat and Amenities)

ALL THAT one self-contained residential flat in the **Second Floor** of the said multi-storeyed building identified as **Flat – 2A** measuring with Covered Area 676 square feet corresponding to Super Built-up area of **924 Square Feet** be the same a little more or less of the said building together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, which to be construct on the premises mentioned in the First Schedule hereinafter written **AND** delineated in Map or Plan annexed hereto. The said Flat is butted and bounded as follows:

ON THE NORTH: Flat B.

ON THE SOUTH: Municipality Road.

ON THE EAST : Flat E.

ON THE WEST : Flat Common Area.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

1. The foundation, columns, beams, supports, corridors, lobbies, Staircase, landings on all the floors, entrances, exits and roof.
2. Common passage on the ground floor
3. Water pump, water tanks, the water pipes and other common passage, plumbing installations
4. Electric wiring and meter
5. Drainage and sewers

6. Boundary wall and main gates
7. Such other common parts, equipments, installations fixtures, fittings and space in or about the said building as are necessary for use and occupation of the flat/unit in common and as are specified by the Developer expressly to be the common parts after construction of the building but the Purchasers have the proportionate rights, title and interest on the final roof of the building.

It is clarified that the common portion shall includes the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the building will also be part of common portion for the co-owner of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. All costs of maintenance operating replacing washing painting re-building re-construction, decoration re-decorating and lighting the common parts and also the walls on the building.
2. The salaries of the entire person employed for the said purpose.
3. Insurance premium for insurance of the building against earth quake, fire lighting mob violence, civil commotion and damage etc. if required.

4. Corporate taxes, multi storied building tax and other outgoings save those separately assessed on the respective flats/units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges for maintenance and for watch and ward staff.
7. All litigation expenses for protecting the title of the land withbuilding.
8. The expenses incurred for maintaining the office for common expenses.
9. All expenses mentioned as above shall be proportionate borne by the co Purchasers on and from the date of taking charges and occupation of their respective units.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS AND QUASI EASEMENTS)

1. The Purchasers shall be entitled to all rights, privileges vertical and lateral, easements, quasi easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat together with usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereafter and hereinbefore more fully specified.
2. The right of access in common with the other occupiers and/or the owners of the said building at all times and for all normal purposes connected with the use and enjoyment of the path way

staircase leading to their respective flats/Units. The Purchasers shall allow the other flat/Unit owners into their flat/Unit for the purpose of repairing of the adjoining flat/Unit.

3. The right of protecting the said flat/Unit by or from all parts of the building so far as they now protect the same but they should take care from the damage of the building.
4. The right of passage in common as aforesaid electricity water and soil from all to the said Unit through pipes drains wires and conduits lying or being in under through or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the Said Unit for all purposes whatsoever.
5. The right of common passage in all the common portions.
6. The right of passage utilization including connection for telephone, television, pipe, cables, conduits etc. in each and every part of the building including the said Unit.

Such other rights, supports, easements and appurtenances as are usually held, used occupied and/or enjoyed as part and parcel of the said flat.

Ten fingers impression of the Vendors/Developers and the Purchasers are enclosed herewith.

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

SIGNED, SEALED &
DELIVERED
in the presence of :—

WITNESSES:

1.

**(Signature of Owners/Vendors)
by their constituted attorney**

2.

Drafted by-

(Signature of the Developers)

Advocate
District Judges' Court Barasat
North 24 Parganas
Enrolment No.

Composed by –

(Signature of the Purchasers)

S. Biswas,
Barasat Court

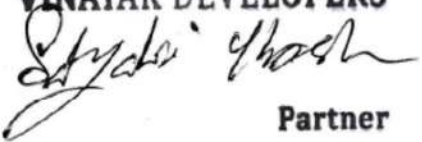
MEMO OF CONSIDERATION

RECEIVED with thanks from the abovementioned Purchasers a sum of **Rs...../-** (.....) towards the total consideration of the Residential Flat together with proportionate undivided interest or share of the land along with all proportionate rights on all common areas and facilities mentioned in the Second Schedule hereinbefore as per Memo given below :-

Date	Name of Bank	Mode of Payment	Amount (Rs.)
TOTAL			Rs...../-
(.....)			

WITNESSES:

1.

VINAYAK DEVELOPERS —
 —
Partner —
—

2.

(Signature of the Developers)