## **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is executed on this the \_\_\_\_\_day of \_\_\_\_\_,TWO THOUSAND AND TWENTY-THREE (2023). -BETWEEN-

(1) <u>SRI CHITTARANJAN ROY</u>, [PAN No. AFWPR2857R] [AADHAAR No. 218464435650] son of Late Satish Chandra Roy alias Late Satish Roy, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.

- (2) <u>SRI. NIRANJAN RAY</u>, [PAN No. ALKPR5643P] [AADHAAR No. 441342860168] son of Late Satish Chandra Ray alias Late Satish Roy, by Occupation - Business, by Faith - Hindu, by Nationality- Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (3) <u>SMT. PRAVABATI BISWAS</u>, [PAN No. BZMPB4593D] [AADHAAR No. 423093734502], daughter of Late Satish Chandra Ray alias Late Satish Roy, by Occupation - House Wife, by Faith - Hindu, by Nationality -Indian, residing at Jagatpur, Gourarnga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (4) <u>SMT. ANITA ROY</u>, [PAN No. AZUPR8698C] [AADHAAR No. 512921229353], daughter of Late Satish Roy alias Late Satish Chandra Roy, by Occupation - House hold work, by Faith - Hindu, by Nationality -Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (5) <u>SMT. PUTUL MONDAL</u>, [PAN No. AIJPM8980A] [AADHAAR No. 638938075698], daughter of Late Satish Chandra Ray alias Late Satish Roy, by Occupation - Homemaker, by Faith - Hindu, by Nationality -Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (6) <u>SMT. MOUMITA MONDAL</u>, [PAN No. EHBPM5712B] [AADHAAR No. 469556391934], daughter of Late Satish Ray alias Late Satish Roy, by Occupation - Homemaker, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (7) <u>SMT. BULA ROY ALIAS SMT. BULA BISWAS</u>, [PAN No. BVGPR9741F] [AADHAAR No.350313660682], daughter of Late Satish Ch. Roy alias

Late Satish Roy and wife of Sukanta Biswas, by Occupation - House wife, by Faith- Hindu, by Nationality - Indian, residing at Joypur, District -South 24 Parganas, Pincode - 743502.

- (8) <u>SMT. GITA RAY</u>, [PAN No. BILPR1523H] [AADHAAR No.
  436255159308], wife of Sri Chittaranjan Roy, by occupation Business, by faith Hindu, by nationality Indian, residing at Jagatpur, Post Office Gouranga Nagar, Police Station Baguiati, Kolkata 700059, District North 24 Parganas.
- (9) <u>SMT. BASANTI ROY</u>, [PAN No. BEYPR2820G] [AADHAAR No. 776633826235), wife of Sri Niranjan Roy, by Occupation - Housewife, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata - 700059, District - North 24 Parganas.
- (10) <u>SMT. ANGUR BALA MANDAL</u>, [PAN No. DSPPM5011P] [AADHAAR No. 710663409420], wife of Late Shambhu Mondal and daughter of Late Lakshmi Kanta Naskar, by Occupation – Housewife, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office – Gouranga Nagar, Police Station - Baguiati, Kolkata - 700159, District – North 24 Parganas.
- (11) <u>SMT. SAMPA MONDAL MITRA alias SAMPA MITRA</u>, [PAN No. GHIPM5418R] [AADHAAR No. 621985572908], daughter of Late Sambhu Mondal, by Occupation – House Maker, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office – Gouranga Nagar, Police Station - Baguiati, Kolkata - 700059, District – North 24 Parganas.
  - (12) <u>SMT. PAMPA MANDAL BHATTA</u> [PAN No. ETPPB6730N] [AADHAAR
     No. 950740653116], daughter of Late Sambhu Mitra and wife of Uttam

Bhatta, by Occupation – Housewife, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata - 700059, District - North 24 Parganas, hereinafter jointly referred to and collectively called as "<u>OWNERS</u>" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, legal representatives and assigns) of the **FIRST PART**.

The Owners are represented by their Constituted Attorney namely M/S. **DEBNATH CONSTRUCTION**, [PAN No. AAPFD3905J], a partnership firm having its registered office at FF-4, Jorda Bagan, Hatiara Road, Post Office - Haltara, Police Station - Baguiati, Kolkata - 700059, District-North 24 Parganas, the firm being represented by its Partners namely (1) SRI. NITYA GOPAL DEBNATH, [PAN No. AGCPD7148L] [AADHAAR No. 786017980041], son of Sri Santosh Debnath and (2) SMT. MAHUA DEBNATH, [PAN No. AHTPDO430D] [AADHAAR No. 28353 1536245], (represented by her constituted attorney namely Sri. Nitya Gopal Debnath, son of Sri Santosh Kumar Debnath, by virtue of a registered General Power of Attorney dated 29th April, 2019, registered at A.D.S.R. Rajarhat New Town and recorded in Book No. IV, being No. 000321 for the year 2019) wife of Sri Nitya Gopal Debnath, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both residing at EB-1/3, Deshbandhunagar, Post Office - Deshbandhunagar, Police Station -Baguiati, Kolkata - 700 059, District - North 24 Parganas by virtue of (i) Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 366217 to 366244, being no. 152309140 for the year 2020, as per the terms and conditions contained therein, (ii) Development Power of Attorney after Registered **Development Agreement** dated 14<sup>th</sup> January, 2021, registered in the

office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 69329 to 69367, being no. 152301353 for the year 2021 and (iii) **Development Power of Attorney after Registered Development Agreement** dated 24<sup>th</sup> February, 2023, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 138185 to 138216, being no. 152303906 for the year 2023, as per the terms and conditions contained therein.

#### AND

M/S. DEBNATH CONSTRUCTION, [PAN No. AAPFD3905J], a partnership firm having its registered office at FF-4, Jorda Bagan, Hatiara Road, Post Office - Haltara, Police Station - Baguiati, Kolkata - 700059, District North 24 Parganas, the firm being represented by its Partners namely (1) SRI. NITYA GOPAL DEBNATH, [PAN No. AGCPD7148L] [AADHAAR No. 786017980041], son of Sri Santosh Debnath and (2) SMT. MAHUA DEBNATH, [PAN No. AHTPDO430D] [AADHAAR No. 28353 1536245], wife of Sri Nitya Gopal Debnath, both by Faith - Hindu, by Occupation -Nationality Business, by -Indian, both residing at EB-1/3, Deshbandhunagar, Post Office - Deshbandhunagar, Police Station -Baguiati, Kolkata - 700 059, District - North 24 Parganas. The Partner namely Smt. Mahua Debnath, represented by her constituted attorney namely Sri. Nitya Gopal Debnath, son of Sri Santosh Kumar Debnath, by virtue of a registered General Power of Attorney dated 29th April, 2019, registered at A.D.S.R. Rajarhat New Town and recorded in Book No. IV, being No. 000321 for the year 2019, hereinafter called and referred to as "THE PROMOTER/DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, successors, legal representatives and assigns) of the **SECOND PART**.

### -AND-

[If the Allottee is a company]

\_\_\_\_\_\_, (CIN no. \_\_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_\_, (PAN \_\_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

### [OR]

[If the Allottee is a Partnership]

\_\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_\_, aged about \_\_\_\_\_\_, residing at \_\_\_\_\_\_, (PAN \_\_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_, aged about \_\_\_\_\_\_) son of \_\_\_\_\_\_, aged about \_\_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs,

representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

### WHEREAS:-

### <u> PART – A</u>

- By virtue of a Partition Deed dated 25th October, 1972, registered in 1. the office of S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 112, Pages from 73 to 98, being No. 6837 for the year 1972, Sri Satish Chandra Roy became the owner of the plot of land measuring an area of 2 Cottah 15 Chittacks 27 sq. ft. be the same a little more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area 1 Cottah 0 Chittack 6 sq. ft.) comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No 496 corresponding to R.S Dag No. 633 (Land area of 4 Chittacks 38 sq. ft.) comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 499 corresponding to R.S. Dag No. 636 (land area of 1 Cottah 10 Chittacks 28 sq. ft.) and other property lying and situated at Mouza -Jyangra, J.L. No. 16, Re. Su. No. 114, Touzi No. 3027, Police Station -Baguiati (formerly Rajarhat), District - North 24 Parganas.
- 2. By virtue of Gift Deed dated 15<sup>th</sup> December, 1972, registered in the office of S.R.O., Cossipore Dum Dum and recorded in Book No. I, Volume No. 125, Pages from 128 to 135, being No. 07795 for the year 1972, Sri Chittaranjan Roy and Sri Niranjan Roy, the Owner Nos. 1 & 2 herein became the joint owners of a plot of land measuring an area of 4 Cottahs 3 Chittack 3 sq. ft. more or less comprised in C.S.

Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area of 1 cottah 0 Chittacks 6 sq. ft.), C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C .S . Dag No. 495 corresponding to R.S. Dag No. 632 (land area of 1 Cottah 3 Chittacks 21 sq. ft.) and comprised in C.S. Khatian No. 282, corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 496 corresponding to R.S. Dag No. 633 (land area of 4 Chittacks 38 sq. ft.) and comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 332 appertaining to C.S. Dag No. 499 corresponding to RS. Dag No. 636 (land area 1 Cottah 10 Chittck 28 sq. ft.) Iying and situated at Mouza -Jyangra, J.L. No. 16, Re. Su. No. 114, Touzi No. 3027, P.S.- Baguiati (formerly Rajarhat) District of North 24 Parganas, within local limits of Rajarhat Gopalpur Municipality.

3. By virtue of a Deed of Sale dated 16<sup>th</sup> November, 1990, registered in the office of D. R. Barasat, District North 24 Parganas and recorded in Book No. I, Volume No. 134, Pages from 455 to 461, being No. 7680 for the year 1990, Sri Chittaranjan Roy and Sri Niranjan Roy, the Owner Nos. 1 & 2 herein became the joint owners of a plot of land measuring an area of 1 Cottahs 6 Chittacks 7 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area of 1 Cottah 0 Chittack 7 sq. ft.) and comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 499 corresponding R.S. Dag No. 636 (land area of 6 Chittacks 0 sq. ft.) lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Su. No. 114, Touzi No. 3027, P.S. Baguiati (formerly Rajarhat), District - North 24 Parganas within local limits of Rajarhat Gopalpur Municipality.

- 4. By virtue of a Deed of Sale dated 29<sup>th</sup> June, 2007 and executed on 22<sup>nd</sup> March, 2010, registered in the office of Bidhannagar, Salt Lake and recorded in Book No. I, Volume No. 5, Pages 2574 to 2596, being No. 02787 for the year 2010, Smt. Gita Roy and Smt. Basanti Roy, the Owner Nos. 4 and 5 herein, became the joint owners of a plot of land measuring an area of 5 Chittacks 26 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 496 corresponding to R.S. Dag No. 633 lying and situated at lying and situated at Mouza Jyangra, J.L.No. 16, Re. Su. No. 114, Touzi No. 3027, P.S. Baguiati (formerly Rajarhat), district North 24 Parganas within local limits of Rajarhat Gopalpur Municipality.
- 5. Thereafter, said Sri. Satish Roy died intestate on 28<sup>th</sup> February, 2016, leaving behind him his two sons namely Chittaranjan Roy and Niranjan Roy and one wife namely Susoma Roy and five daughters namely Provabati Biswas, Anita Roy, Putul Mondal, Moumita Mondal and Bula Biswas as his legal heirs, successors and representatives and each entitled to undivided one-eighth share therein.
- 6. Chittaranjan Roy, Niranjan Roy, Susoma Roy, Provabati Biswas, Anita Roy, Putul Mondal, Moumita Mondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy became the joint and absolute owners of the undivided area of land measuring 8 cottah 14 chittack 18 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631, 632, 633 and 636, lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station Baguiati formally Rajarhat, District North 24 Parganas, West Bengal.

- 7. Then Chittaranjan Roy, Niranjan Roy, Susoma Roy, Provabati Biswas, Anita Roy, Putul Mondal, Moumita Mondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy, as the owners and the Promoter herein entered into a Development Agreement dated 16<sup>th</sup> December, 2020, executed and registered before the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 27955 to 27998, being no. 152300325 for the year 2021, according to the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> January, 2021, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 0. 152301353 for the year 2021, as per the terms and conditions contained therein.
- 8. Thereafter, said Smt. Susama Roy died intestate on 20<sup>th</sup> December, 2021, leaving behind his two sons namely Chittaranjan Roy and Niranjan Roy and five daughters namely Provabati Biswas, Anita Roy, Putul Mondal, Moumita Mondal and Bula Biswas as her legal heirs, successors and representatives and each entitled to undivided one-seventh share therein.
- Subsequently, Owner Nos. 1 to 9 became the joint and absolute owners of the undivided area of land measuring 8 cottah 14 chittack 18 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631, 632, 633 and 636 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat,

District – North 24 Parganas, West Bengaland have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

10. Thereafter, Chittaranjan Roy, Niranjan Roy, Provabati Biswas, Anita Roy, Putul Mondal, Moumita Mondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy, the Owner Nos. 1 to 9 herein and the Promoters herein entered into a Supplementary Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 137917 to 137954, being no. 152303895 for the year 2023, as per the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 138185 to 138216, being no. 152303906 for the year 2023, as per the terms and conditions contained therein.

## PART - B

11. By virtue of a Deed of Sale dated 26<sup>th</sup> June, 1998, registered in the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake and recorded in Book No. I, Volume No. 74, Pages from 201 to 206, being No. 2788 for the year 1998, Shambhu Mondal became the sole and absolute owner of the Bastu land measuring 4 chittack 38 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag No. 496 corresponding to

R.S./L.R. Dag Nos. 633 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal.

- 12. Shambhu Mondal died intestate on 2<sup>nd</sup> July, 2013, leaving behind his wife namely Smt. Angur Bala Mondal and two daughters namely Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta as his legal heirs and successors and each entitled to undivided one-third share therein.
- 13. Hence, Smt. Angur Bala Mondal, Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta, the Owner Nos. 10 to 12 herein, became the joint and absolute owners of the Bastu land measuring 4 chittack 38 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag No. 496 corresponding to R.S./L.R. Dag Nos. 633 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Municipality Rajarhat Gopalpur now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station - Baguiati formally Rajarhat, District - North 24 Parganas, West Bengal and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.
- 14. Smt. Angur Bala Mondal, Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta, the Owner Nos. 10 to 12 herein and the Promoters herein entered into a Development Agreement dated 25<sup>th</sup> November, 2020, registered in the office of Additional District Sub-Registrar,

Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 329968 to 329998, being no. 152308184 for the year 2020, as per the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 366217 to 366244, being no. 152309140 for the year 2020, as per the terms and conditions contained therein.

15. Thereafter, the Owners herein executed a Deed of Amalgamation dated 24th February, 2023, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 148990 to 149016, being No. 152303828 for the year 2023, and the amalgamated their plots of land into one individual land i.e. an area of Bastu vacant land admeasuring 9 cottah 3 chittack 11 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631 (3 cottah 19 sq. ft. more or less), 632, (1 cottah 3 chittack 21 sq. ft. more or less), 633 (1 cottah 4 chittack 5 sq. ft. more or less) and 636(3 cottah 11 chittack 11 sq. ft. more or less), lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station -Baguiati formally Rajarhat, District - North 24 Parganas, West Bengal and hereinafter referred to as "the said Premises" and more fully and particularly mentioned and described in the Schedule "A" hereunder written.

- 16. The Owners herein have mutated their names in the records of the concerned authorities and has been paying the applicable rates and taxes without any default.
- 17. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan No. dated the **Bidhannagar** Municipal approved by consisting of several self-contained finished Corporation flats/apartments and car parking spaces, subsequently, in respect of the project known as "SHIVAM APARTMENT".
- 18. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on \_\_\_\_\_ under registration no.
- 19. While in the course of construction the Promoter invited offers for purchase of self-contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase ALL THAT the APARTMENT NO. \_\_\_\_\_, on the \_\_\_\_\_Floor of the building being **Block**-\_\_\_\_, containing by estimation an area of \_\_\_\_\_) Square Feet more or less (Carpet Area) excluding balcony area of \_\_\_\_\_ (\_ Square Feet more or less appertaining to \_\_\_\_\_) Square Feet more or less \_ (Super Built Up Area), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_) Living/Dining Room, \_\_\_\_ (\_\_\_\_) Kitchen, \_\_\_\_(\_\_\_) Toilets,\_\_\_ (\_\_\_\_) Balconies, along with One \_\_\_\_\_ Car Parking space being Car Parking **No.....**, situate at the \_\_\_\_\_ of the building, containing by

estimation an area of \_\_\_\_\_ (\_\_\_\_) Square Feet(Super Built Up Area)more or less, flooring \_\_\_\_\_, at the Project known as "SHIVAM APARTMENT", hereinafter referred to as the said "FLAT AND/OR UNIT" more particularly described in the SECOND **SCHEDULE** hereunder written, 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 at and the consideration of said Flat Rs.\_\_\_\_/-(Rupees the \_) **only** along with CoveredCar parking space consideration of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs.\_\_\_\_/-(Rupees** \_\_\_\_\_) only.

20. The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

### NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.\_\_\_\_\_/- (Rupees** \_\_\_\_\_\_) only paid by the Purchasers herein to the Promoter (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unitpurchase **ALL THAT** the **APARTMENT NO. \_\_\_\_\_,** on the \_\_\_\_\_Floor of the building being Block-

\_\_\_\_, containing by estimation an area of (\_\_\_\_\_) Square Feet more or less (Carpet Area) excluding balcony area of \_\_\_\_\_\_ (\_\_\_\_\_) Square Feet more or less appertaining to \_\_\_\_\_\_ (\_\_\_\_\_\_) Square Feet more or less (Super Built Up Area), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_) Living/Dining Room, \_\_\_\_ (\_\_\_\_) Kitchen, \_\_\_\_\_(\_\_\_\_) Toilets, \_\_\_\_\_(\_\_\_\_) Balconies, along with One \_\_\_\_\_ Car Parking space being Car Parking No. ....., situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_) Square Feet(Super Built Up Area)more or less, flooring \_\_\_\_\_, at the Project known as **"SHIVAM APARTMENT"**, 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 Owners and/or 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 Purchasers 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 Owners and/or Developer assure that The Purchasers 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 areas and common facilities in the building 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 maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTHSCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

# THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- 1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or 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 them or any of them.
- 2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or 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 Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
- 3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise

alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or 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 Purchasers under the terms of this conveyance.

- 4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.
- 5. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or 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 Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or 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 Purchasers 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 Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

# THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

- 1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their 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 Purchasers have understood the concept, layout and scheme of **SHIVAM APARTMENT** to comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases **SHIVAM APARTMENT** which have been constructed or shall be constructed both shall jointly enjoyed the common amenities 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 adjacent Complex developed by the 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, later within the entire project of **SHIVAM APARTMENT**, for which Purchasers agrees and covenants:
  - To Co-Operate with The Other Co-Purchaser/s and the OWNERS
     AND/OR DEVELOPER /and /or the Association of Flat Owners in The Management and Maintenance of The Block/Complex/Project.
  - **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR 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 OWNERS AND/OR 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 OWNERS AND/OR DEVELOPER and upon the formation of the association of Flat Owners. 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 OWNERS AND/OR DEVELOPER and upon the formation with the association of Flat Owners 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 further 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 throws dirt, rubbish or other refuse or permits 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/ORUNIT 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 **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- **xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- 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/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR 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 **OWNERS AND/OR 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 Developer undertaking

additional construction in accordance with law and for the purpose the Purchasers have duly accorded its consent to the 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 Owners and/or Developer 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 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 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 Purchasers 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

- **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 **OWNERS AND/OR DEVELOPER**.
- **xxvii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** 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 Owners and/or 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** claims 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 Owners and/or 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 GST 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 Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers 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 kutcha 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 Purchasers herein.
  - (ix) To pay all rates, taxes assessments in respect of the Flat and the Car Parking Space.

# THE FIRST SCHEDULE ABOVE REFERRED TO: DESCRIPTION OF THE LAND

**ALL THAT** piece and parcel of Bastu vacant land admeasuring **9 cottah 3 chittack 11 sq. ft. more or less** comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631 (3 cottah 19 sq. ft. more or less), 632, (1 cottah 3 chittack 21 sq. ft. more or less), 633 (1 cottah 4 chittack 5 sq. ft. more or less) and 636(3 cottah 11 chittack 11 sq. ft. more or less), lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal, and the same is butted and bounded as follows:

On the North:	5' feet wide common passage & other land;
On the South:	Portion of R.S. Dag No. 631;
On the East:	16' feet wide Jagatpur Charaktala (Jyangra) Road;
On the West:	Land ofPalan Roy.

# THE SECOND SCHEDULE ABOVE REFERRED TO : (THE SAID FLAT AND THE SAID CAR PARKING SPACE)

ALL THAT the APARTMENT NO. \_\_\_\_\_, on the \_\_\_\_\_Floor of the building being **Block**-\_\_\_\_, containing by estimation an area of \_\_\_\_\_\_ (\_\_\_\_\_) Square Feet more or less (Carpet Area) excluding balcony area of \_\_\_\_\_\_ (\_\_\_\_\_) Square Feet more or less appertaining to \_\_\_\_\_\_ (\_\_\_\_\_\_) Square Feet more or less (Super Built Up Area), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_) Living/Dining Room, \_\_\_\_ (\_\_\_\_) Kitchen, \_\_\_\_\_(\_\_\_\_) Toilets, \_\_\_\_\_(\_\_\_\_) Balconies, along with One \_\_\_\_\_ Car Parking space being Car Parking No. ....., situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_) Square Feet(Super Built Up Area)more or less, flooring \_\_\_\_\_, at the Project known as "SHIVAM APARTMENT" constructed on premises stated in the First Schedule hereunder written the 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 as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

## (COMMON AREAS & COMMON FACILITIES)

- 1. Staircase of all the floors of the said multi storied building.
- 2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
- 3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
- 4. Common toilet on the ground floor.
- 5. Caretaker's room.
- 6. Meter space.
- 7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
- 8. Drainages, sewerage, septic tank and all pipes and other installations for he same.
- 9. Boundary walls and Main gate.
- 10. Other areas and installations and /or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.
- 11. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and /or use of the unit in common by the co-owner with the Developer and/or its respective nominees appertaining to proportionate cost in terms of Sq. Ft. It is expressively mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and

amalgamated with each others in future by the Developer for the free ingress and agrees of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

# THE FOURTH SCHEDULE ABOVE REFFERRED TO: (COMMON EXPENSES)

- 1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- 2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
- 3. Costs and charges of establishment for maintenance of the said building.
- 4. Costs and insurance premium for insuring the building and /or the common portion.
- 5. All charges and deposits for supply of common utilities to all the coowners in common.
- 6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
- 7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
- All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.

10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

# THE FIFTH SCHEDULE ABOVE REFFERRED 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 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 **OWNERS, DEVELOPER and PURCHASERS** at Kolkata in the presence of:

WITNESS:

1.

As the constituted attorney holder of the Owners SIGNATURE OF THE OWNERS

2.

SIGNATURE OF THE DEVELOPER

Deed prepared and Drafted by:-

SIGNATURE OF THE PURCHASERS

## RECEIPT

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

# MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	Rs.

(Rupees \_\_\_\_\_)only.

WITNESS:

1.

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## SIGNATURE OF THE DEVELOPER