Draft Copy

Rera-128 27/05/24

### -: DEED OF CONVEYANCE :-

This **Deed of Conveyance** is made on this the da

day of

, Two

Thousand Twenty Four (2024) of the Christian Era

**By And Between** 

Cont. Page No. 2

(1) Sri Subhas Kundu (Pan: AGBPK 0628B, Aadhaar No. 9878 7504 1456 and Mobile No. 90077 77671) (2) Sri Sukumar Kundu (Pan: DAPPK 1607B, Aadhaar No. 4657 3726 1538 and Mobile No. 96746 09346 and (3) Sri Sanat Kundu (Pan: CVDPK 5852L, Aadhaar No. 2356 1324 0957 and Mobile No. 62915 45104), all are sons of Late Ramendra Ranjan Kundu, all by Occupation- Business, all by Faith-Hindu, all by Nationality-Indian, all are resident of 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, hereinafter collectively called the First Party / Land Owners / Vendors (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the One Part, represented by their joint Attorneys namely (1) Sri Samir Kundu (Pan: ANAPK 6573D, **Aadhaar No. 8983 7995 5531** and **Mobile No. 89104 27122)**, son of Late Jadav Chandra Kundu and (2) Sri Rakesh Kundu (Pan: AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, by virtue of a Development Power of Attorney, dated 14/12/2022, was duly registered in the office of the ARA-II, Kolkata and recorded there in Book No. 1, Volume No. 1902-2022, Page from 507247 to 507272, Being / Deed No. 190215151, For the year 2022.

#### <u>And</u>

M/s. Unik Construction Co. (Pan: AADFU 5162A), a Partnership Firm, having its registered office at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, represented by its Partners namely (1) Sri Samir Kundu (Pan: ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) Sri Rakesh Kundu (Pan: AFTPK 2741L, Aadhaar No. 7209 **9231 4322** and **Mobile No. 98049 69686**), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, hereinafter called and referred to as the Second Party / Developer (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-ininterest executors, administrators and permitted assignees, including those of the respective partners) of the Second Part.

(1) <u>Sri</u>		(Pan :		,	Aadhaar
No.	and <b>Mob</b>	ile No.	), son	of Sri / L	.ate
, by O	ccupation-	, by Nationality-	, by Fa	aith-	, resedent
of:	,	P.O.		, P.S.	,
Kolkata-	and <b>(2)</b> <u>Smt.</u>	(Pa	an :		, Aadhaar
No.	and <b>Mo</b> b	oile No.	), wife	of Sri	
, by (	Occupation-	, by Nation	ality-	, by Fa	nith- ,
resedent of	:	, P.0	0.		,
P.S.	, Kolkata-	, hereinafter o	collectively	called ar	nd referred
to as the <u>Thi</u>	rd Party / Purcha	sers (which expre	ession sha	ll unless	repugnant
to the contex	t or meaning there	eof be deemed to	mean and	include	their heirs,
executors, a	dministrators suc	cessors-in-interes	st and pe	rmitted a	assignees)
of the Third	<u>Part</u> .				

Whereas one Sri Ramendra Ranjan Kundu (since deceased), son of Late Bipin Behari Kundu, by virtue of a registered Deed of Conveyance, dated 21/07/1972, was registered in the office of the Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 119, Pages 124 to 135, Being / Deed No. 3674, For the year 1972, Purchased All That partly two and partly three storied brick built building messuages tenement hereditaments and premises together with rent free Bastu Land thereunto belonging containing an area of 04 (Four) Cottahs - 03 (Three) Chittaks - 00 (Zero) Sq.ft. be the same a little more less, lying, situate at and being Premises No. 12, Ultadanga Road Calcutta, together with strip of Bastu Land containing an area of 02 (Two) Chittaks - 10 (Ten) Sq.ft be the same a little more less, from the adjacent Premises No. 10D, Ultadanga Road Calcutta, making together 04 (Four) Cottahs - 05 (Five) Chittaks - 10 (Ten) Sq.ft. be the same a little more less, within Police Station - Burtolla, Registration District Calcutta, in the town of Calcutta.

And Whereas since purchase as aforesaid, said Sri Ramendra Ranjan Kundu, got the two plot of **Bastu Land** as aforesaid got them marged into a single premises being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, vide Assessee No. 11-012-27-0097-5, having total **Bastu Land** area of 04 (Four) Cottahs - 05 (Five) Chittaks - 10 (Ten) Sq.ft. be the same a little more less, together with partly two and partly three storied brick built building and he was in peaceful possession of the same getting his name mutated as sole and absolute owner of the same and on payment of regular rates and taxes to the authority concern, hereinafter referred to as the said **entire property.** 

And Whereas in course of his peaceful possession and enjoyment of the said entire property, said Sri Ramendra Ranjan Kundu, died intestate on 08/12/2004 leaving behind his surviving his wife namely Smt. Kalyani Kundu (since deceased) and his three sons namely Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu, as his joint legal-heirs and successors as per Hindu Succession Act.' 1956.

And Whereas said Smt. Kalyani Kundu, died intestate on 21/04/2010 leaving behind her surviving her aforesaid three sons namely Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu, as her joint legal-heirs and successors as per Hindu Succession Act.' 1956, in respect of her undivided 1/4th or 25% share therein and thus by operation of law the aforesaid three sons of deceased Ramendra Ranjan Kundu and deceased Kalyani Kundu, became the absolute joint owners of the said entire property, having their 1/3rd share each therein and they have already got their joint names (Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu, the First Party / Land Owners / Vendors herein) mutated as joint owners in the records of the KMC, through simple/one visit mutation Case No. O/012/20-APR-22/135367, hereinafter referred to as the said absolute joint property.

And Whereas the aforesaid manner the said joint owners, in course of their peaceful possession and joint enjoyment of the said absolute joint property being intendent to have the said absolute joint property developed by construction of a new multistoried building, through a Developer and accordingly entered into a Development Agreement with the said M/s. Unik Construction

Co. a Partnership Firm, having its registered office at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, represented by its Partners namely (1) Sri Samir Kundu (Pan: ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) Sri Rakesh Kundu (Pan: AFTPK 2741L, Aadhaar No. 7209 **9231 4322** and **Mobile No. 98049 69686**), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, being the Second Party / Developer therein and being the Second Party/Developer herein, upon the terms and conditions mentioned therein and the said **Development Agreement**, dated 14/ 12/2022, which was duly registered in the office of the ARA-II, Kolkata and recorded there in Book No. I, Volume No. 1902-2022, Page from 509362 to 509404, Being / Deed No. 1902151405, For the year 2022 and simultaneously the said joint owners herein executed a **Development Power of Attorney**, dated 14/12/2022, in favour of the said (1) Sri Samir Kundu (Pan: ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) Sri Rakesh Kundu (Pan: AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, being their joint Attorneys therein,

was duly registered in the office of the **ARA-II**, **Kolkata** and recorded there in Book No. I, Volume No. 1902-2022, Page from 507247 to 507272, Being / Deed No.: 190215151, For the year 2022, empowering to look after the affairs related to the said proposed development of the said **absolute joint property** and to sale, assigns and / or transfer of the said joint **Attorneys** therein and being the **Second Party/Developer** herein allocation reserved under the said **Development Agreement**, dated 21/02/2022.

The aforesaid manner the said First Party / Land Owners / Vendors herein further executed a General Power of Attorney, dated 02/03/2023, in favour of the said (1) Sri Samir Kundu (Pan: ANAPK 6573D, Aadhaar No. 8983 7995 5531 and Mobile No. 89104 27122), son of Late Jadav Chandra Kundu and (2) Sri Rakesh Kundu (Pan: AFTPK 2741L, Aadhaar No. 7209 9231 4322 and Mobile No. 98049 69686), son of Late Ranjit Kumar Kundu, both by Occupation-Business, both by Nationality-Indian, both by Faith-Hindu, both are resident of 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, being their joint Attorneys therein, was duly registered in the office of the ARA-II, Kolkata and recorded there in Book No. I, Volume No. 1902-2023, Page from 96295 to 96310, Being / Deed No. 190202844, For the year 2023, empowering to look after the affairs related to the sanction of Building Plan from the Building Department, Borough No. II of the KMC for construction of a new multistoried Building upon the said plot of Bastu Land and others authority concern.

And Whereas thereafter the Second Party/Developer herein has registered the proposed said project under the provision of the Act. with the Real Estate Regulatory Authority at Kolkata, vide registration no.

on / /202 . in the name of the Second Party/Developer therein.

And Whereas the joint Attorneys therein obtaining the G+IV storied Building plan, vide B.P. No. 2023020041, dated 23/09/2023, was duly sanctioned by the Building Department, Borough II of the KMC office and the said Second Party/Developer herein has already completed construction of the G+IV storied building upon the said Bastu Land, after demolishing of existing / old structures as per said sanctioned building plan, vide B.P. No. 2023020041, dated 23/09/2023.

And Whereas the Second Party / Developer herein with full confirmation of the First Party / Land Owners / Vendors herein decided to sale of All That self contained and independent vitrified tiles finished floor fully residential one **Floor**, consisting of **Flat**, (being No. ), on the ) Bed Room ) Kitchen - Cum - Dining and ( ) Bath / Privy + Verandah, which measuring about its carpet area sq.ft. i.e. covered Sq.Ft. being super built-up area **Sq.Ft.** along with under roof area one Car Parking Space (being No. ), on the Ground Floor, having its **sq.ft**. be the same, a little more less (which falling under the allocation area / share of the said **Second Party/Developer** herein), morefully described in the **Second Schedule** mentioned property hereunder written, upon which of the said one Flat along with under roof one Car Parking Space is erected lying, situate at and being Premises No. 12, Ultadanga P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, under the K.M.C. Ward No. 012, Borough No. II, in the suburbs of the town of Kolkata, together with the undivided or impartible of proportionate share in the said **Bastu Land**, morefully described in the **First Schedule** mentioned property hereunder written, along with common rights and obligations facility therein, morefully described in the **Third Schedule** hereunder written, common easements and quasi-easements facility therein, morefully described in the **Fourth Schedule** hereunder written, excepting common reservations facility therein, morefully described in the **Fifth Schedule** hereunder written and liability to bear common expenses therein, morefully described in the **Sixth Schedule** hereunder written, at or for the total **Consideration** of **Rs**. /- (**Rupees** ) only, hereinafter referred to as the said one **Flat** along with under roof one **Car Parking Space**.

And Whereas thereafter getting such information from a reliable source the Third Party / Purchasers herein, have taken inspection of the abstracts of title of the First Party / Land Owners / Vendors herein, the rights reserved by the said Second Party/Developer herein, the said Development Agreement and Development Power of Attorney, both dated 14/12/2022, the B.P. No. 2023020041, dated 23/09/2023, the Completion Certificate, dated , status of the said one Flat along with under roof one Car Parking Space under the said G+IV Stored Building and same was made by the Second Party / Developer herein and its fully conversant with the contents hereof and that the said construction has been carried out in accordance with the aforesaid sanctioned plan as per as practicable and the said Bastu Land is free from all emcumbrances, attachments whatsoever being fully satisfied all above by the

Third Party / Purchasers herein

And Whereas the Third Party / Purchasers herein have approached to the Second Party/Developer herein and the First Party / Land Owners / Vendors herein for Purchase of the said one Flat along with under roof one Car Parking Space (which falling under the allocation / share of the said Second Party/Developer herein), at a total Consideration of Rs. /- (Rupees ) only and the said Second Party/ Developer herein and the First Party / Land Owners / Vendors herein both have agreed to sell upon which the said one Flat along with under roof one Car Parking Space is erected situate, lying at and being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, under the K.M.C. Ward No. 012, Borough No. II, in the suburbs of the town of Kolkata, morefully described in the Second Schedule mentioned property hereunder written, together with the undivided or impartible of proportionate share in the said Bastu Land, morefully described in the First Schedule mentioned property hereunder written, along with common rights and obligations facility therein, morefully described in the **Third Schedule** hereunder written, common easements and quasi-easements facility therein, morefully described in the Fourth Schedule hereunder written, excepting common reservations facility therein, morefully described in the Fifth Schedule hereunder written and liability to bear common expenses therein, morefully described in the Sixth Schedule hereunder written and in this regards a registered Agreement For Sale, dated executed among the parties hereto, was registered in

the office of the ARA-II, Kolkata and recorded there in Book No. I, Volume No. 1602-, Pages from to , Being / Deed No. 1602, For the Year and thereafter the Third Party / Purchasers herein consent to the Second Party/Developer herein and the First Party / Land Owners / Vendors herein to make arrangement for registration the appropriate Deed of Conveyance, in respect of the said one Flat along with under roof one Car Parking Space.

#### -: Now this Indenture Witnesseth as Follows :-

That in pursuance of the said Agreement and in Consideration of a sum of Rs. / (Rupees ) only, well and truly paid by the Third Party / Purchasers herein to the said Second Party/Developer herein in the manner mentioned in the Memo of Consideration hereunder written with full knowledge and consent of the First Party / Land Owners / Vendors herein (the receipt whereof the said Second Party/Developer herein do hereby as well as memos hereunder written admit and acknowledge) and of and the same and every part thereof and do hereby release, acquit and forever discharge the said one Flat along with under roof one Car Parking Space sold by the said Second Party/Developer herein with full confirmation of the First Party / Land Owners / Vendors herein, do hereby sale, grant, transfer, convey, assign and assure unto and in favour of the Third Party / Purchasers herein

of All That self contained and independent vitrified tiles finished floor fully residential one **Flat**, (being **Flat** No. ), on the **Floor**, consisting of ) Bed Room + ) Kitchen - Cum - Dining and ( ) Verandah, which measuring about its carpet area Bath / Privy + sq.ft. i.e. covered area Sq.Ft. being super built-up area Sq.Ft. along with under roof one Car Parking Space (being No. ), on the Ground Floor, having its area **sq.ft**. be the same, a little more less (which falling under the allocation / share of the said Second Party/Developer herein), morefully described in the **Second Schedule** mentioned property hereunder written, upon which the said one **Flat** along with under roof one **Car Parking** is erected lying, situate at and being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, under the K.M.C. Ward No. 012, Borough No. II, in the suburbs of the town of Kolkata, together with the undivided or impartible of proportionate share in the said **Bastu Land**, morefully described in the First Schedule mentioned property hereunder written, along with common rights and obligations facility therein, morefully described in the Third Schedule hereunder written, common easements and quasi-easements facility therein, morefully described in the **Fourth Schedule** hereunder written, excepting common reservations facility therein, morefully described in the Fifth **Schedule** hereunder written and liability to bear common expenses therein, morefully described in the Sixth Schedule hereunder written or howsover otherwise of the said one Flat along with under roof one Car Parking Space or apartment under the said **G+IV Storied** Building now are or is or heretofore was or ware situate, bounded called, known, numbered, described and distinguished together with common amenities and also together with privileges, rights, easements, quasi-easements, reservations and restrictions to have and to hold of the said one Flat along with under roof one Car Parking Space, hereby granted, sold, conveyed and transferred to expressed and intended to so to be unto to the use of the Third Party / Purchasers herein their heirs, executors, representatives and assigns and forever free from all encumbrances, but nevertheless subject to the terms and conditions and the Second Party/ **Developer** herein along with the **First Party / Land Owners / Vendors** herein doth hereby covenant with the Third Party / Purchasers herein that notwithstanding any act. deed or things whatsoever by the said **Second Party**/ Developer herein and the First Party / Land Owners / Vendors herein and or any of their respective predecessor-in-title or executed or knowingly suffered to the contrary, the said **Second Party/Developer** herein and the **First Party** / Land Owners / Vendors herein now have good rights full power and absolute authority regarding the said one Flat along with under roof one Car Parking **Space** and indefeasible title to grant, sale, convey and transfer of the said one Flat along with under roof one Car Parking Space hereby granted, sold conveyed and transferred or expressed or intended to do so unto and the use of the Third Party / Purchasers herein their heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the said one **Flat** along with under roof one Car Parking Space and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the said Second Party/Developer herein and the First Party / Land Owners / Vendors herein or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of their predecessor-in-title and that free and clear, freely and clearly and absolutely exonerated and released otherwise by and at the costs and expenses and the said Second Party/Developer herein and the First Party / Land Owners / Vendors herein will and sufficiently secured of and from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the said **Second Party/Developer** herein and the First Party / Land Owners / Vendors herein or any of their predecessorsin-title or any person or persons lawfully or equitably claiming as aforesaid and further that the said Second Party/Developer herein and the First Party / Land Owners / Vendors herein and all person having or lawfully or equitably claiming any estate or interest whatsoever in the said one **Flat** along with under

roof one Car Parking Space or any part thereof from under or in trust for the said Second Party/Developer herein and the First Party / Land Owners I Vendors herein or any of their predecessors-in-title shall be from time to time and at times hereafter at the request and cost of the Third Party / Purchasers herein their heirs, executors administrators, representatives and assigns do or caused to do done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said one Flat along with under roof one Car Parking Space and every part thereof unto and to the use of the **Third Party** / **Purchasers** herein their heirs, executors, administrators, representatives and assigns in the manner aforesaid as shall or may reasonably be required. The said Second Party/Developer herein and the First Party / Land Owners / Vendors herein doth hereby also conveyed of the undivided impartible proportionate all common portions of the said G+IV Storied Building to the **Third Party / Purchasers** herein for common enjoyment with their said one Flat along with under roof one Car Parking Space inclusive all others flat owner(s) of the said G+IV Storied Building. The Third Party / Purchasers herein shall have the rights to mutate their respective names as joint owners of the said one Flat along with under roof one Car Parking Space in the records of the KMC and also before others Authority Concerned and to take all essential services from the appropriate authorities in their respective names.

### The First Schedule Above Referred To

#### (Entire Bastu Land / Property / Premises)

All That piece and parcel of rent free Bastu Land measuring about 04 (Four) Cottahs-05 (Five) Chattaks-10 (Ten) sq.ft., be the same a little more or less, together with a G+4 storied Building erected thereon, named Unik Paradise, consisting of several residential Flats, Garages, Shops and Unit, having Lift Facilities therein, along with all easements, appurtenances and common rights of the KMC main road on the northern side of the said Bastu Land available therein lying, situate at and being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, under the K.M.C. Ward No. 012, Borough No. II, Assessee No. 11-012-27-0097-5, in the suburbs of the town of Kolkata, which is butted and bounded as the following manner:

On The North By : Approx 60'- 00" wide Adhar Chandra Das Lane

On The South By: Premises No. 10E, Ultadanga Road

On The East By : Premises No. 14, Ultadanga Road

On The West By : Premises No. 10D, Ultadanga Road

## The Second Schedule Above Referred To

(The Said One Flat And Said Under Roof One Garage Space Hereby Sold)

All That self contained and	independent	vitrified tiles	finished flo	or fully
residential one <b>Flat,</b> (being No.	), on the	Floor, co	nsisting of	( )
Bed Room + ( ) Kitchen	- Cum - Dinin	g and (	) Bath / F	rivy +
( ) Verandah, which measur	ing about <b>carr</b>	oet area	sq.ft. i.e. co	overed
area sq.Ft. being super bu	ilt-up area	<b>sq.ft.</b> alo	ng with und	er roof
one Car Parking Space (being	No. ), havir	g its area	sq.ft.,	on the

Ground Floor, having Lift Facilities therein, be the same, a little more less (which falling under the allocation / share of the said **Second Party/Developer** herein), morefully described in the Second Schedule mentioned property hereunder written, upon which the said one **Flat** along with under roof one Car Parking Space is erected lying, situate at and being Premises No. 12, Ultadanga Road, P.O. Ultadanga, P.S. Burtolla, Kolkata-700 004, under the K.M.C. Ward No. 012, Borough No. II, in the suburbs of the town of **Kolkata**, together with the undivided or impartible of proportionate share in the said **Bastu Land**, morefully described in the **First Schedule** mentioned property hereunder written, along with common rights and obligations facility therein, morefully described in the **Third Schedule** hereunder written, common easements and quasi-easements facility therein, morefully described in the **Fourth Schedule** hereunder written, excepting common reservations facility therein, morefully described in the Fifth Schedule hereunder written and liability to bear common expenses therein, morefully described in the Sixth Schedule hereunder written, and shown by **Red** colour line in the annexed entire Floor Plan and entire Ground Floor Plan hereto, which is a part of this Deed of Conveyance.

# The Third Schedule Above Referred to (Common Rights And Obligations Facility)

- 1. The foundation columns, girders, beams, supports etc.
- 2. One overhead water reservoir with the main water pipe lines.
- 3. Water one pump with motor and distribution pipes.
- 4. Under ground water reservoir with the main water pipe lines and other common plumbing installations.

- 5. Corridors, lobbies, landings spaces stairs, top roof, along with parapet walls, stairways, entrance and exists main gate of the **G+IV Storied** Building as well as boundary wall of the premises main gate.
  - 6. Common electic wiring, meter and fittings.
- 7. Water and sewerage evacuation pipes to the drains and sewerage common connection to the main **G+IV Storied** Building.
  - 8. Space for letter box.

#### The Fourth Schedule Above Referred To

(Common Easements And Quasi-Easements Facility)

- 1. The **Third Party / Purchasers** herein shall be entitle to all rights privileges including the right of vertical and lateral supports easements, quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said one **Flat** along with under roof one **Car Parking Space** and the properties appurtenances thereto or otherwise hereby intended to be held used occupied or enjoyed or reputed or known part and parcel or member thereof or appertaining thereto which are hereinafter morefully specified excepting and reserving unto the **First Party / Land Owners / Vendors** herein and other flat owner(s) of the said **G+IV Storied** Building, the rights, easement, quasi-easement privileges and appurtenances.
- 2. The right of access in common with the said **First Party / Land Owners / Vendors** herein and other flat owner(s) of the said **G+IV Storied**Building at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase, top roof, landing and other common parts of the said **G+IV Storied** 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 part without any type of vehicles over and along the passages and pathways comprised within the said **G+IV Storied** Building and the appurtenant of the said **Bastu Land**, provided always and it is declared that therein contained shall permit the **Third Party** / **Purchasers** herein or any person deserving title under the **Third Party** / **Purchasers** herein and/or their servant and employees invities to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the **First Party** / **Land Owners** / **Vendors** herein and other flat owner(s) of the said **G+IV Storied** Building entitled to such rights of way over and along such passage or pathways or common parts as aforesaid.
- 4. The right of protection of the said **G+IV Storied** Building and appurtent thereto by or from all other parts of the said **G+IV Storied** Building as they may protect the same and in manner not to demolish the support at persent enjoyed by the said **G+IV Storied** Building and the properties appurtenant thereto from the other part or parts of the said **G+IV Storied** Building.
- 5. The right of passage in common as aforesaid of electricity water, telephone and soil pipes and to the said one **Flat** along with under roof one **Car Parking Space** and the properties appurtents thereto pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said one **Flat** along with under roof one **Car Parking Space** and the said **G+IV Storied** Building so far as reasonably necessary for the beneficial occupation and enjoyment of the said one **Flat** along with under roof one **Car Parking Space** and the properties appurtenant thereto for all lawful purpose whatsoever.

The right with or without workmen and necessary materials for the Third Party / Purchasers herein to enter from time to time during the day time upon the other parts of the said G+IV Storied Building and the said G+IV Storied Building for the purpose of repairing so for as may be necessary such pipes drain and conduits aforesaid and for the purpose of re-builting, repairing, replacing, cleaning any part or parts of the said G+IV Storied Building and the properties appurtent thereto to so far as such repairing, replacing, painting or cleaning as aforesaid can not be reasonably carried out without such entry and in all such eases excepting emergent situation upon giving twenty four hours previous notice in writing of his intention so to entier to the other flat owner(s) of the said G+IV Storied Building property entitled to the same.

# The Fifth Schedule Above Referred To (Excepting Common Reservations Facility)

- 1. The under mentioned rights, easements quasi-easements, privileges and appurtenance shall be excepted and be reserved unto the other flat owner(s) of the said **G+IV Storied** Buildingentitled to the same and / or reserving rights, title under them other than the **Third Party / Purchasers** herein in respect of the said **G+IV Storied** Building.
- 2. The right of way in common with the **Third Party / Purchasers** herein, the other flat owner(s) of the said **G+IV Storied** Building entitled as aforesaid for the enjoyment and use of common parts of passage of the said **G+IV Storied** Building including its installations staircase entrance and other parts or passage and or for the purpose connected therewith including ingress to and egress from the said **G+IV Storied** Building.

- 3. The right of passage in common as aforesaid of electricity, water and soil from and to any part (other than the said one **Flat** along with under roof one **Car Parking Space** and the proportions appurtenant thereto) or other parts of the said **G+IV Storied** Building through pipes, drains, wires, conduits, lying or being in under through or over the said **G+IV Storied** Building and the properties appurtenant thereto so for as may be reasonable necessary for the beneficial use of occupation of the other portion(s) of the said **G+IV Storied** Building for all lawfull purpose whatsoever.
- 4. The right of protection of other portion(s) of the said **G+IV Storied**Building from or by all parts of the said **G+IV Storied** Building and the properties appurtenant thereto any manner not to demolish the support at persent enjoyed by the other portion(s) of the said **G+IV Storied** Building from the said one **Flat** along with under roof one **Car Parking Space** and the properties appurtenances thereto.
- 5. That the **Third Party / Purchasers** herein shall and will give to the other flat owner(s), the necessry verticle, horizontal and lateral support for all flats and also a right of way over all common passages, all staircases and all common open spaces, etc.
- 6. That this transaction shall be governed by the transfer of property Act. under West Bengal Apartment Ownership Act' 1972 and other statutory Laws that may come into fource from time to time.

### The Sixth Schedule Above Referred To

(Liability To Bear Common Expenses By The All Purchaser (s) Or All Owner(s)

And The Association Formed By The All Purchaser (s) Or All Owner(s)

- 1. The expenses of maintaining, repairing, replacing redecorating etc.of the main structure and in particular the gutters and rain water pipes of the said G+IV Storied Building water pipes, sewers, line and electric wires in under or upon the said G+IV Storied Building and enjoyed or used by the Third Party / Purchasers herein in common with the other flat owner(s) of the said G+IV Storied Building and main entrance passages, landing and staircase, top roof of the said G+IV Storied Building as enjoyed by the Third Party / Purchasers herein or used by them in common as aforesaid and the boundary walls of the said G+IV Storied Building and compound etc.
- 2. The cost of cleaning and lighting the passage landing staircase and other parts of the said **G+IV Storied** Building enjoyed, used by the all flat owner(s) or purchaser(s) in common as aforesaid.
- 3. The costs of maintaining and decorating the exterior of the said **G+IV Storied** Building.
- 4. The costs and expenses for running operation and maintaining water pump. electric motors etc.
  - 5. The salaries for the sweepers and caretakers etc.
- 6. The cost of any common work and maintenance for common lights, pump and monthly common service charges.
- 7. The proportionate rates, taxes and outgoings in respect of the said one **Flat** along with under roof one **Car Parking Space** which is otherwise to be borne and paid by the **Third Party / Purchasers** herein.
  - 8. Maintenance of regular water supply to the all flats.

**In Witnesses Whereof** we the Parties have hereunto voluntarily and full consciousness of mind, free from any request of others as well as appreciated the contents and meaning of this **Deed of Conveyance** put their respective hands and seals on this the day month and year first above written.

Signed And Delivered By

The First Party / Land Owners / Ven	<u>dors</u>	
In The Presence Of	<del></del>	
	1.	
(		
Son of	2.	
Occupation :	4.	
Address:	-	
P.O. :	(Sri Samir I	Kundu)
P.S. : , Kolkata-700	Sri Rakesh	Kundul
, Norward-700	•	•
	As Joint Attorneys of the	:-
	Sri Subhas Kundu, Sri	Sukumar Kundu
Signed And Delivered By	and Sri Sanat Kundu	
The Second Party / Developer		
	—Signature of the First I	Party/Land Owners/Vendor
In The Presence Of		
	For, M/s. Unik C	onstruction Co.
	, ,	
(		
Son of		
	Partner	Partner
Occupation :	<del> </del>	
Address:	(Sri Samir Kundu/S	Sri Rakesh Kundu)
P.O. :	-Signature of the Sec	ond Party/Developer—
P.S. : , Kolkata-700	orginature or the occ	ond i dity/bevelopei
Signed And Delivered By	4	
The Third Party / Purchasers	1.	
In The Presence Of	2.	
( )		
Son of	(	)
Occupation :	i	`
Address:	(	
P.O. :	—Signature of the Thir	d Party/Purchasers—
P.S. : , Kolkata-700		
Typed By Me,	<u>Drafted By Me.</u>	
<del> </del>		
( )	(	)
	`	,

-Advocate-

# Memo of Consideration

Received of and from the within named	the Third Party	<b>Purchasers</b>
herein, the within mentioned sum of Rs.	/- (Rupees	) only,
as full and final consideration, in respect of the sa	aid one <b>Flat</b> along v	vith under roof
one Car Parking Space hereby conveyed as pe	r memo stated belo	w :-

one Car Par	king Space here	eby convey	ed as per	mem	o stated	below	:-	
<u>Date</u>	Cheque No.	Name of	Bank of	Brar	<u>ich</u>		<u>Amo</u>	<u>ount</u>
						Rs.		/-
(Rupees	) Only	,			Total	Rs.		/-
	, ,							
<u>Witnesses</u>	:							
(								
Son of Occupation :	,		For, M/	s. Uni	k Constr	uction	Co.	
Address : P.O. :								
P.S. :	, Kolkata-700		Partne	r		Part	ner	
			(Sri Sam —Signature		du/Sri Ra		•	
Son of	)		o ignaturo	. 5	2300114 1 0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- PO.	
Occupation : Address :								
P.O. :	Valkata 700							

P.S. : , Kolkata-700

#### PHOTO PEST AND FINGER IMPRESSION SHEET NO. 1 OF 3

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
HAND					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small
	ringer	ringer	ringer	ringer	Finger
(Sri Samir Kundu) RIGHT					
As Joint Attorneys of the :- Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu					
—Signature of the First Party/Land Owners/Vendors—					
	Small	Ring	Middle	Indication	Thumb
	Finger	Finger	Finger	Finger	Finger
LEFT					
HAND					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
RIGHT					
(Sri Rakesh Kundu) HAND					
As Joint Attorneys of the :- Sri Subhas Kundu, Sri Sukumar Kundu and Sri Sanat Kundu					
—Signature of the First Party/Land Owners/Vendors—					

#### PHOTO PEST AND FINGER IMPRESSION SHEET NO. 2 OF 3

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT HAND					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
For, M/s. Unik Construction Co.					
RIGHT HAND Partner					
(Sri Samir Kundu) —Signature of the Second Party / Developer —					
	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
For, M/s. Unik Construction Co.					
RIGHT HAND Partner					
(Sri Rakesh Kundu)  —Signature of the Second Party / Developer —					

#### PHOTO PEST AND FINGER IMPRESSION SHEET NO. 3 OF 3

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT HAND					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
RIGHT HAND					
(Sri ) —Signature of the Third Party/Purchaser—					
	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT HAND					
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
RIGHT HAND					
(SMT. ) —Signature of the Third Party/Purchaser—					