

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty _____(202___).

BETWEEN

(1).MR. ARUN KUMAR CHAKRABORTY (PAN No. AISPC1563A and Aadhar No. 294633327519), son of Late Jatindra Nath Chakraborty, by Occupation-Retired, by faith-Hindu, by Nationality- Indian, residing at 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata-700 137, District – South 24 Parganas, West Bengal, (2) **MR. ARUP CHAKRABORTY (PAN No. ACJPC5050H and Aadhar No. 400342062432)**, son of Late Jatindra Nath Chakraborty, by Occupation-Retired, by faith- Hindu, by Nationality- Indian, residing at Premises No. B, 2/207, Kalyani, P.O & P.S- Kalyani, Dist- Nadia, Pin- 741235, West Bengal,(3) **MR. ANUP KUMAR CHAKRABORTY (PAN No. AGVPC6660K and Aadhar No. 861491727880)**, son of Late Jatindra Nath Chakraborty, by Occupation-Retired, by faith- Hindu, by Nationality- Indian, residing at 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata-700 137, District – South 24 Parganas, West Bengal, (4) **MRS. SANDHYA CHAKRABORTY (PAN No. CNWPC 6438H and Aadhar No. 709348676844)**, wife of Late Amal Chakraborty, by Occupation-Homemaker, by faith- Hindu, by Nationality- Indian, residing at 53/13, R.N.G Road, P.O & P.S- Dum Dum, South Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (4A) **MR. ADIP CHAKRABORTY (PAN No. ADXPC3524F and Aadhar No. 887421853718)**, son of Late Amal Chakraborty, by Occupation-Service, by faith- Hindu, by Nationality- Indian, residing at “Kamalalaya”, 3rd Floor, Flat No. 6, 58, Debinibas Road, P.O- Motijheel, P.S- Dum Dum, Nagar Bazar, South Dum Dum, Motijheel, Kolkata-700 074, District – North 24 Parganas, West Bengal, and (4B) **MR. SANDEEP CHAKRABORTY (PAN No. AEPPC9427E and Aadhar No. 810883976238)**, son of Late Amal Chakraborty, by Occupation-Service, by faith- Hindu, by Nationality- Indian, residing at Premises No. 61, 3rd Main, SBM Colony, Anand Nagara, P.O & P.S- R T Nagar, Bangalore (North),

Karnataka -560024, hereinafter called the "**OWNERS**" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owners duly represented by **M/S BRIJSHYAM INFRATECH PRIVATE LIMITED** (CIN) : **U45201WB2020PTC239417 & (Pan No. AAJCB2405J)** a Private Limited Company registered under Companies Act 2013 having its registered office at 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (24 Parganas(S), represented by its authorized signatory namely (1) Mr. Abhisek Shaw son of Umashankar Shaw (Aadhar No. 450732448617) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) and (2) Mrs. Durga Shaw wife of Abhisex Shaw (Aadhar No. 798718965361) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) by virtue of Development Agreement cum General Power of Attorney Registered on 25.09.2022 in the office of ADSR Budge Budge and Registered in Book – I, Volume Number 1610-2022, Page from 79890 to 79968, Being No. 0161003581 for the year 2022.

AND

M/S BRIJSHYAM INFRATECH PRIVATE LIMITED (CIN) : **U45201WB2020PTC239417 & (Pan No. AAJCB2405J)** a Private Limited Company registered under Companies Act 2013 having its registered office at 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (24 Parganas(S), represented by its authorized signatory namely (1) Mr. Abhisek Shaw son of Umashankar Shaw (Aadhar No. 450732448617) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) and Mrs. Durga Shaw wife of Abhisex Shaw (Aadhar No. 798718965361) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) authorized vide resolution dated ____, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its heirs, executed, administrators, 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 the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) 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, and permitted assigns.)

[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 No. _____, represented by its authorized partner (Aadhaar No. _____) duly 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) 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 assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) 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 No.) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

1. One Kamal Krishna Bhanja son of Late Nagendra Nath Bhanja sold transferred and conveyed ALL THAT Land measuring about 12 Decimals equivalent to 7.27 Cottahs lying and situated at Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, SRO Budge Budge, P.O & P.S- Budge Budge, District South 24 Parganas, Ward No. 13 of Budge Budge Municipality to Smt. Tara Debi wife of Sri Jatindra Nath Chakraborty by virtue of Kobala in a Bengali language dated 01.10.1964 registered at the office of the District Registrar District 24 Parganas has been recorded in Book No. 1, Volume No. 83, Pages 234 to 237, Being No. 3776 for the Year 1964.
2. Upon becoming owner of the aforesaid property said Smt. Tara Debi since deceased during her life time applied and obtain mutation of her name as owner in the local Budge Budge Municipality as well as in the land records maintained in the office of BL & LRO Budge Budge and thereafter constructed a pucca bricks built residential building of a portion of the aforesaid land and residing with her family members peacefully without any objections or obstructions from any third party and paying taxes regularly. The aforesaid property is free from encumbrances, charges, liens and lispensens whatsoever in nature
3. In the mean time Jatindra Nath Chakraborty husband of said Smt. Tara Debi died intestate on dated 09th October 1985 and then after said Smt. Tara Debi since deceased executed a deed of family settlement in Bengali Language on dated 13th December, 1991 registered in the Office of Registrar of Assurance, Calcutta as settler therein and Mr. Amiya Ranjan Chakraborty, Mr. Amal Chakraborty, Mr. Ajoy Chakraborty, Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty and Mr. Anup Kumar Chakraborty all sons of Late Jatindra Nath Chakraborty jointly referred to as beneficiaries therein with terms and conditions mentioned therein.

The aforesaid deed of family settlement dated 13th December 1991 registered at the office of Registrar of Assurance, Calcutta has been recorded in Book No. 1, Volume No. 448, Pages from 291 to 306, Being No. 17053 for the Year 1991.

4. And in the mean time one of the beneficiaries of said deed of family settlement dated 13th December 1991 namely Amal Chakraborty died intestate on dated 30.05.1996 leaving behind him surviving his wife Mrs. Sandhya Chakraborty and two sons namely Mr. Adip Chakraborty and Mr. Sandeep Chakraborty as his joint legal heirs, successors and representatives jointly entitled to the proportionate share or interest in the properties left behind the deceased as per Hindu Succession Act 1956.
5. And in the mean time said Smt. Tara Debi died intestate on dated 09th October 1985 leaving behind her surviving five sons Mr. Amiya Ranjan Chakraborty, Mr. Ajoy Chakraborty, Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty, Mr. Anup Kumar Chakraborty, daughter-in-law Mrs. Sandhya Chakraborty wife of Late Amal Chakraborty and two Grand son namely Mr. Adip Chakraborty and Mr. Sandeep Chakraborty sons of Late Amal Chakraborty as her joint legal heirs, successors and representatives jointly entitled to the properties left behind by the deceased, as per provisions of Hindu Successions Act 1956.
6. And on the basis of aforesaid deed of settlement dated 13th December 1991 and only legal heirs the beneficiaries all five sons namely Mr. Amiya Ranjan Chakraborty, Mr. Ajoy Chakraborty, Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty and Mr. Anup Kumar Chakraborty becomes absolute joint owners with undivided 1/6th share and Mrs. Sandhya Chakraborty wife of Late Amal Chakraborty, Mr. Adip Chakraborty and Mr. Sandeep Chakraborty jointly becomes absolute owners of 1/6th share and applied for and obtain mutation in the local Budge Budge Municipality and also recorded their names the aforesaid properties in the records of the office of the BL & LRO Budge Budge and issued separate L.R.Khatians and the aforesaid properties has been numbered as Premises No. 3/2, Adhar Das Road, Ward No. 13 of Budge Budge Municipality, Kolkata-700137, District South 24 Parganas and paying taxes/Khajana regularly.
7. And by virtue of registered Deed of Gift dated 25.09.2022 registered in the

office of ADSR –District South 24 Parganas and recorded in Book No. I, Volume No. 1610-2022, Pages from 79859 to 79889, Being no. 161003571 for the year 2022, said Mr. Amiya Ranjan Chakraborty and Mr. Ajoy Chakraborty son of Late Jatindra Nath Chakraborty jointly as donors by deed of gift transferred, alienated their undivided 1/6th share each totaling 2/6th share ALL THAT piece and parcel of land measuring about 4 Decimals equivalent to 2 Cottahs 6 Chittacks 30 sq.ft Little more or less (from out of 12 Decimals equivalent to 7.27 Cottahs little more or less) with structure standing thereon comprised in Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, L.R.Dag No. 518, L.R.Khatian No. 6266, 6270, under local limit of ADSR Budge Budge, at Premises No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South) to Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty, Mr. Anup Kumar Chakraborty all sons of Late Jatindra Nath Chakraborty and Mrs. Sandhya Chakraborty, Mr. Adip Chakraborty and Mr. Sandeep Chakraborty wife and sons of Late Amal Chakraborty jointly as donees.

8. In the manner as stated above by way of aforesaid, the said Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty, Mr. Anup Kumar Chakraborty all sons of Late Jatindra Nath Chakraborty and Mrs. Sandhya Chakraborty, Mr. Adip Chakraborty and Mr. Sandeep Chakraborty wife and sons of Late Amal Chakraborty herein Owners become the absolute lawful owners in respect of plots of land free from all sorts of encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority. Further they applied before BL&LRO and recorded their names and get separate L.R.Khatian No. 6266,6267,6268,6269,6270,6271,6272,6273 and paying taxes regularly
9. Accordingly the said Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty, Mr. Anup Kumar Chakraborty all sons of Late Jatindra Nath Chakraborty and Mrs. Sandhya Chakraborty, Mr. Adip Chakraborty and Mr. Sandeep Chakraborty wife and sons of Late Amal Chakraborty, the Owners herein become the absolute lawful owners in respect of aforesaid property free from all sorts of

encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority and and is paying the municipal tax, taxes, khajnas and government impositions that may be charged by the concerned authority time to time.

10. The Mr. Arun Kumar Chakraborty, Mr. Arup Chakraborty, Mr. Anup Kumar Chakraborty all sons of Late Jatindra Nath Chakraborty and Mrs. Sandhya Chakraborty, Mr. Adip Chakraborty and Mr. Sandeep Chakraborty wife and sons of Late Amal Chakraborty, the Owners herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about 12 Decimals equivalent to 7.27 Cottahs little more or less comprised in Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South) more fully FIRST SCHEDULE hereunder written.
11. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the Budge Budge Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement Cum Power of Attorney on dated 25.09.2022 with **M/S BRIJSHYAM INFRA TECH PRIVATE LIMITED** (CIN) : **U45201WB2020PTC239417 & (Pan No. AAJCB2405J)** a Private Limited Company registered under Companies Act 2013 having its registered office at 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (24 Parganas(S), represented by its authorized signatory namely (1) Mr. Abhisek Shaw son of Umashankar Shaw (Aadhar No. 450732448617) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) and (2) Mrs. Durga Shaw wife of Abhisek Shaw (Aadhar No. 798718965361) of 1/A, A.M.Ghosh Road, Budge Budge (M), Kolkata-700137 India (South 24 Parganas) as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Budge Budge, 24 Parganas South and

recorded in Book – I, Volume Number 1610-2022, Page from 79890 to 79968, Being No. 0161003581 for the year 2022.

12. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus four storied Building according to the sanctioned Plan being Plan No. SWS-OBPAS/2202/2023/0010 dated 13.07.2023 issued by the Budge Budge Municipality upon the said piece and parcel of land measuring about 12 Decimals equivalent to 7.27 Cottahs little more or less, little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.
13. As per the allocation and/or allotment of Development Agreement dated 25.09.2022, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
14. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, East facing of the Ground plus storied Building, measuring an area of **Square Feet carpet area** of the building named "**SAMARTH PRIME**" in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South), West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat

to and in favour of the PURCHASER herein.

15. By an Agreement for Sale dated the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, _____ facing of the Ground plus Four storied Building measuring an area of _____ **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus _____ storied _____ Building measuring an area of **Square Feet carpet area** of the building in complete and

habitable condition in all manner whatsoever lying and situated at Mouza-Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **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/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER 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 /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs 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.

- 3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the 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/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- 5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- 6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- 9.** The PURCHASER undivided proportionate interest in land is importable in perpetuity.
- 10.** The Owners/Vendors, Developer/Confirming party and/or any person/s having

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

- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

All That Land measuring about 12 Dec. equivalent to 7.27 Cottaha Little more or less at Mouza- Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South), West Bengal and the same "**SAMARTH PRIME**" is Butted and Bounded as follows:

- BY NORTH : 27 Feet 6 Inch wide Budge Budge Station Road;
- BY SOUTH : Land and house of Mr. Buddhanath Das & Others;
- BY EAST : 10 Feet 9 Inch wide Municipal Cover Drain;
- BY WEST : Land and house of Mr. Pankaj Ganguly & Other;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building namely **SAMARTH PRIME”** measuring an area of **Square Feet carpet area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza-Garhbhuktanandanpur, J.L.No. 8, Touzi No. 353, R.S.No. 33, R.S.Dag No. 392, R.S.Khatian No. 484/322, comprising L.R. Dag No. 518, L.R.Khatian No. 6266,6267,6268, 6269,6270, 6271,6272,6273 under local limit of ADSR Budge Budge, at Municipal holding No. 3/2, Adhar Das Road, P.O & P.S- Budge Budge, Kolkata- 700137, District 24 Parganas (South), West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.

2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ ____ and _____paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the

and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

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 **VENDORS** at Budge Budge, Kolkata in
the presence of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Budge Budge,
Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

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

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
M.No._____

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
-------------------	-------------	-------------------------------	---------------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith- _____, Occupation: _____,

Residing at - _____, P.O. _____, P.S. _____.

Kolkata- _____, District: _____.