

DEED OF CONVEYANCE

THIS INDENTURE is made on the..... day ofTwo
thousand Twenty (20.... A.D.).

BETWEEN

(1) **SRI ISHWARI PRASAD CHOKHANI** (PAN: ACQPC 4586R), (Aadhar No. 5348 2207 0885) son of Late Motilal Chokhani, by caste Hindu, by Nationality Indian, by occupation Business, residing at P.S.Tower, Flat No. 8C, 13 Bondel Road, P.O. Ballygunge, P.S. Karaya, Kolkata-700019.

AND

(2) **SRI NARAYAN PRASAD CHOKHANI** (PAN: ACLPC 8380N), (Aadhar No.) son of Late Keshardeo Chokhani, by caste Hindu, by Nationality Indian, by occupation Business, residing at 99/5/8, Ballygunge Place, P.O. Ballygunge, P.S. Gariahat, Kolkata-700019, for self and as Karta of Narayan Prasad Chokhani HUF having PAN: AADHN 0955 L.

AND

(3) **SMT. PADMA DEVI CHOKHANI** (PAN: AHBPC 2707J), (Aadhar No.) wife of Late Mahabir Prasad Chokhani, by caste Hindu, by Nationality Indian, by occupation Housewife, residing at 79/18/A Palm Avenue P.O. Ballygunge, P.S. Karaya, Kolkata-700019.

(4) **SRI NISHANT CHOKHANI** (PAN: AFDPC 5006L), (Aadhar No. 5319 0684 5790) son of Late Hari Prasad Chokhani, by caste Hindu, by Nationality Indian, by occupation Business, residing at 39, S.N.Roy Road, Flat No. 3A, P.O. Sahapur, P.S. New Alipore, Kolkata-700038.

AND

(5) **SRI VARUN CHOKHANI** (PAN: AFKPC 8764N), (Aadhar No.) son of Late Hari Prasad Chokhani, by caste Hindu, by Nationality Indian, by occupation Business, residing at Flat No. 1H, Block-2, 1 Jubilee Park, P.O. and P.S. Tollygunge, Kolkata-700033.

AND

(6) **SMT URMILA CHOKHANI (also known as URMILA DEVI CHOKHANI)** (PAN: AFIPC 2904A), (Aadhar No.) wife of Late Hari Prasad Chokhani, by caste Hindu, by Nationality Indian, by occupation Housewife, residing at Flat No. 1H, Block-2, 1 Jubilee Park, P.O. and P.S. Tollygunge, Kolkata-700033.

(7) **SRI DEEPAK CHOKHANI** (PAN: AGKPC 3285H), (Aadhar No.) son of Late Raghunath Prasad Chokhani, by caste Hindu, by Nationality Indian, by occupation Business, residing at A 45, Sikar House Colony P.O. and P.S. Shastri Nagar, Jaipur-302016.

AND

(8) **SMT MRIDULA SARAF** (PAN: BMFPC 1864Q), (Aadhar No. 8309 7310 7643) wife of Sri Navin Kumar Saraf and daughter of Late Raghunath Prasad Chokhani by caste Hindu, by Nationality Indian, by occupation Housewife, residing at Flat No. B-49, 59/2B Pratapaditya Road, P.O. Kalighat, P.S. Tollygunge, Kolkata-700026.

All of the above mentioned 8 (eight) persons hereinafter called and referred to as the “**LAND OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors administrators and permitted assigns) of the **FIRST PART**.

(**THE OWNERS** namely (1) SRI ISHWARI PRASAD CHOKHANI, (2) SRI NARAYAN PRASAD CHOKHANI, (3) SMT. PADMA DEVI CHOKHANI, (4) SRI NISHANT CHOKHANI, (5) SRI VARUN CHOKHANI, (6) SMT URMILA CHOKHANI (also known as URMILA DEVI CHOKHANI), (7) SRI DEEPAK CHOKHANI, (8) SMT MRIDULA SARAF, represented through their Lawful Constituted Attorney **SK. MD. FAROOUE** son of Late Md. Jalil being the sole Proprietor of M/s. Farooque & Sons, Indian Citizen, formerly residing at 4F/G, Balai Dutta Street, P.O. Colootola, P.S. Jorasanko, Kolkata- 700073 and presently at 66, Maulana Shawkat Ali Street, North Block, P.O. Colootola, P.S. Jorasanko, Kolkata-700073, vide (1) registered Power of Attorney dated 10/04/2019 and registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.I, Volume No.1902-2019, Pages 51276 to 51293, being No.190201407, for the year 2019); (2) vide (1) registered Power of Attorney dated 23/04/2018 and registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.I, Volume No.1902-2018, Pages 52060 to 52081, being No.190201449, for the year 2018), (3) to (8) vide (1) registered Power of Attorney dated 10/11/2017 and registered in the office of the A.R.A.-III, Kolkata and recorded in Book No.IV, Volume No.1903-2017, Pages 161425 to 161459, being No.190306277, for the year 2017) respectively.

AND

SK. MD. FAROOUE son of Late Md. Jalil being the sole Proprietor of M/s. Farooque & Sons, Indian Citizen, formerly residing at 4F/G, Balai Dutta Street, P.O. Colootola, P.S. Jorasanko, Kolkata- 700073 and presently at 66, Maulana Shawkat Ali Street, North Block, P.O. Colootola, P.S. Jorasanko, Kolkata-700073, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **SECOND PART.**

AND

(1) (Aadhar No.....)
(PAN:) son of/ daughter of/ wife of,
by faith - Hindu, by Nationality - Indian, by occupation -,
of and
(2) (Aadhar No.)
(PAN:) son of/ daughter of/ wife of
....., by faith - Hindu, by Nationality - Indian, by
occupation -, of,
hereinafter referred to as the “**PURCHASERS**” (which expression shall excluded
by or repugnant to the context be deemed to mean and include their respective
heirs, executors, administrators, legal representatives and assigns) of the **THIRD**
PART.

WHEREAS

A. By an Indenture dated 7th. June 1951 registered with the Registrar of Calcutta
in Book No. I, Volume No. 86, pages 148 to 155, Being No. 3261 for the year
1951, Phoolchand Chokhani, Brijlal Chokhani, Keshardeo Chokhani,
Gourishankar Chokhani and Motilal Chokhani transferred all that the two
storied brick built dwelling house together with the land thereunto
belonging whereon or on part whereof the said building is built and standing
containing an area of about 1 bigha 1 cottah 4 chittacks and 6 sq.ft. be the said
a little more or less being Municipal premises no. 34/1, Ratu Sarkar Lane,
Calcutta in favour of Keshardeo Chokhani since deceased and his son Narayan
Prasad Chokhani, Gouri Shankar Chokhani since deceased and his sons
Mahabir Prasad Chokhani, Raghunath Prasad Chokhani, Hari Prasad
Chokhani all since deceased and Motilal Chokhani since deceased and his son
Ishwari Prasad Chokhani.

- B. In terms of the said Indenture dated 7th. June 1951, the said Motilal Chokhani and his son Ishwari Prasad Chokhani together became entitled to 1/3rd. (one third) share in the said premises, Gouri Shankae Chokhani and his sons Mahabir Prasad Chokhani, Raghunath Prasad Chokhani and Hari Prasad Chokhani together became entitled to 1/3rd. (one third) share therein and Keshardeo Chokhani and his son Naryan Prasad Chokhani together became entitled to balance 1/3rd. (one third) share in the said premises.
- C. A portion of land forming part of the said premises no. 34/1 Ratu Sarkar Lane was acquired by the Corporation of Calcutta for road widening of Surti Bagan Lane and the present land area comprised in the said premises no. 34/1 Ratu Sarkar Lane is 17 cottahs 8 chittacks and 13 sq. ft. be the same a little more or less.
- D. Upon death of the said Motilal Chokhani his share in the said premises developed upon his son namely Ishwari Prasad Chokhani the owner herein and accordingly the owner herein is entitled to 1/3rd. (one third)share share in the said premises.
- E. Upon the death of the said Keshardeo Chokhani his share in the said premises developed upon his son namely Narayan Prasad Chokhani the owner herein and accordingly the owner herein is entitled to 1/3rd. (one third) share in the said premises.
- F. Upon the death of the said Gouri Shankar Chokhani his share in the said premises developed equally upon his said three sons namely Mahabir Prasad Chokhani, Raghunath Prasad Chokhani and Har Prasad Chokhani, each of whom became entitled to 1/9th. (one nineth) share in the premises.
- G. The said Mahabir Peasad Chokhani died intestate in or about 15th. February 1981 and upon his death his 1/9th. (one nineth) share in the said premises developed upon his only legal heir Smt. Padma Devi Chokhani.

- H. The said Hari Prasad Chokhani died intestate in or around 2008 and upon his death his 1/9th. (one nineth) share in the said premises developed upon his legal heirs i.e, wife Smt. Urmila Devi Chokhani, and his sons Nishant Chokhani, Varun Chokhani in equal shares.
- I. The said Raghunath Prasad Chokhani died intestate in or around 16th. July 2010 and upon his death his 1/9th. (one nineth) share in the said premises developed upon his son and daughter namely Deepak Chokhani and Mridula saraf in equal shares, his wife Smt Radha Devi Chokhani having predeceased him in 1st. May 1999.
- J. The existing building at the said premises no.34/1 Ratu Sarkar Lane Kolkata-700073 is fully tenanted and tenants numbering about 85 are in occupation and possession of diverse portions of the said building as its tenants for last several years.
- K. The said tenants have been in occupation and possession of portions under there respective tenancy for a long period of time at nominal rent and the rental income from the said premises is insufficient to even meet the cost of maintenance of the said building which has become old and dilapidated having been constructed around the year 1939.
- L. In view of the dilapidated condition of the said building and extremely low income therefrom, the owners have decided to develop the said property by demolition of existing building and construction of new building thereat.
- M. The owner herein who is the owner of 1/3rd (One-third) share in the said property and his co-owners having remaining 2/3rd share in the said premises who all are living separately and at different places lack necessary infrastructure and resources both technical and financial to develop the said property and are also unable to negotiate with the existing tenants in the

building thereat, have accordingly decided to appoint the developer herein to develop the said property describe in the first schedule hereunder written.

AND WHEREAS with a view to construction of a new building at the said Premises No. 34/1 Ratu Sarkar Lane Kolkata- 700073, within the limits of Kolkata Municipal Corporation under Ward No.44, as aforesaid the Owners namely (1) SRI ISHWARI PRASAD CHOKHANI, (2) SRI NARAYAN PRASAD CHOKHANI, (3) SMT. PADMA DEVI CHOKHANI, (4) SRI NISHANT CHOKHANI, (5) SRI VARUN CHOKHANI, (6) SMT URMILA CHOKHANI (also known as URMILA DEVI CHOKHANI), (7) SRI DEEPAK CHOKHANI, (8) SMT MRIDULA SARAF entered into Development Agreements with the Developer **SK. MD. FAROOUE** son of Late Md. Jalil being the sole Proprietor of M/s. Farooque & Sons, Indian Citizen, formerly residing at 4F/G, Balai Dutta Street, P.O. Colootola, P.S. Jorasanko, Kolkata-700073 and presently at 66, Maulana Shawkat Ali Street, North Block, P.O. Colootola, P.S. Jorasanko, Kolkata-700073. The said Development Agreements have been registered vide: (1) dated on 10th day of April, 2019 and the said Development Agreement was registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.1, Volume No.1902-2019, Page from 51294 to 51327, being No.190201406 for the year 2019. (2) dated on 16th day of April, 2018 and the said Development Agreement was registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.1, Volume No.1902-2018, Page from 45230 to 45266, being No.190201286 for the year 2018. (3) dated on 31st. day of August, 2017 and the said Development Agreement was registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.1, Volume No.1902-2017, Page from 103981 to 104031, being No.190203072 for the year 2017. respectively

AND WHEREAS in terms of the Development Agreement and the said General Power conferred upon the Developer herein got the sanctioned Building Plan vide **Plan No. 2021050019, dated. 27-12-2021** from the Kolkata Municipal Corporation in the name of the owners to construct the new building on and over the said land at Premises No. 34/1 Ratu Sarkar Lane Kolkata- 700073 within the limits of Kolkata Municipal Corporation under Ward No.44, morefully described in the firstschedule hereunder.

AND WHEREAS the Developer herein has already stated the construction therein as per said Building plan of Kolkata Municipal Corporation and now going to complete.

AND WHEREAS during course of construction the Developer expressed their intention to sell flats out of their allocation to complete the building out of consideration/booking to be raised from the intending purchasers/s and accordingly the owner and the Developer herein agreed to enter into an Agreement to sell with intending purchasers/s upon the terms and conditions may be agreed upon between the parties.

AND WHEREAS the Developer have agreed to sell from his allocation and the purchasers has agreed to purchase the **Flat No.**, in **Side** on the **Floor** measuring total about square feet super built up area more or less, morefully and number **Car Parking Space**, Vide No. measuring about square feet area more or less, morefully and particularly mentioned in the Second Schedule hereunder written including undivided proportionate share or interest in land fully mentioned in the First Schedule below together with proportionate right in common areas and facilities described in the third Schedule hereunder written and the purchasers/s have agreed to purchase the same free from all encumbrances and attachments

whatsoever at a total consideration price of **Rs..... (Rupees**), **excluding GST** as applicable time to time by Government, free with from all encumbrances and attachments whatsoever.

AND WHEREAS accordingly the Developer entered into an Agreement for Sale dated : to sell a compact residential **Flat No.**, in **Side** on the **Floor** measuring total about square feet super built up area more or less, morefully and number **Car Parking Space**, Vide No. measuring about **square feet** area more or less, morefully and particularly mentioned in the Second Schedule hereunder written, from his allocation in favour of the purchasers herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Sale Agreement dated, the Purchasers herein has paid the consideration amount of **Rs..... (Rupees**) only excluding the GST to the Developer herein on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the same and every part thereof to acquit, release and discharge the Purchasers, his heirs, executors, successors, representatives and assigns and every one of his and also the said property, described in the second schedule hereunder, the Developer, do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchasers, his heirs, executors, successors, administrators, representatives and assigns free from all encumbrances, attachment and other defects in title **ALL THAT** the self contained **Flat No.**, in **Side** on the **Floor** measuring total about square feet super built up area more or less, morefully and number **Car Parking Space**, Vide No. measuring about **square feet** more or less, on the ground floor, morefully and particularly mentioned in the Second schedule hereunder and hereinafter referred to as the said "PROPERTY" written together with undivided proportionate share

or interest in land fully mentioned in the First schedule below together with proportionate right in common areas and facilities described in the Third schedule hereunder written **OR HOWSOEVER OTHERWISE** the said property now or heretofore were or was situated, butted, bounded, called, known numbered described and distinguished **TOGETHER WITH** the proportionate share of land or ground whereupon or on part whereof the same is erected and built together with further with all houses, outhouses, fixtures, walls, open area and benefit and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereof AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title inheritance use, claim and demand whatsoever both at law and in equity of the Landowners/developer into and upon the said property or every part thereof and all deeds, pattahs, muniments, writings and evidence of title which in any ways relate to the said property or any part or parcel thereof and which now are hereafter shall or may be in the custody, power or possession of the Landowners/Developer, their successors, executors, administrators or representatives of any persons from whom he or they can or may procure the same without action or suit at law or inequity AND also together with the right to the Purchasers their heirs executors and administrators in interest to pass and repass along with the common passage of the said premises **AND TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the Purchasers his heirs, executors, administrators, representatives and assigns for ever freed and discharged from or otherwise by the Developer/Landowners as owners well and sufficiently indemnified or and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Developer from to those presents **AND** the Developer do hereby for its

successors, executors, administrators and representatives covenant with the Purchasers his heirs executors, administrators and representatives and assigns **THAT** notwithstanding any act deed or thing whatsoever, by the Developer and Landowners or by any or their predecessors and ancestors in title done or executed or knowingly suffered to the contrary they the Developer and Landowners had all material times heretofore and now have good right full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold conveyed and transferred to expressed or intended so to be, unto and to the use of the Purchasers his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter intohold, possess and enjoy the said Flat and Garage and every part thereof and receive the rents issues and profits thereof without any lawful eviction, hinder and interruption, disturbances, claim or demand whatsoever from or by the Developer/ Landowners or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessor in title **AND THAT** free and clear and freely and clearly absolutely acquitted, exonerated and release or otherwise by and at the cost and expenses of the Developer/Landowners well and sufficiently save indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Developer/Landowners or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Developer/ Landowners and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under the Vendors/Landowners or from or under any of its predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers his heirs, executors, administrators, representatives and assigns do and execute cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchasers his heirs, executors,

administrators, representatives and assigns

according to the true intend and meaning of these present as shall or may be reasonably required.

THE PURCHASERS DO HEREBY COVENANT WITH THE LANDOWNERS/DEVELOPER HEREIN AS FOLLOWS:

(A) Save and except in respect of the said property hereby sold and covered the Purchasers shall have no exclusive claim or right of any nature or kind over or in respect of all common portions of the said buildings, but shall have undivided proportionate share in common areas.

(B) The Purchasers from time to time and at all times hereby agree to contribute and pay his proportionate share towards the costs expenses and outgoings in respect of the matters specified in the Third schedule hereto and also pay separately any other taxes or outgoings to be levied hereafter, the apportionment shall be made by the Landowners/Developer and/or Association of the building, on the basis on the areas purchased by the Purchasers.

(C) So long as each apartment or flat and parking space of the said building is not be separately assessed for Municipal Taxes, the Purchasers shall pay a proportionate share of the Municipal taxes assessed on the whole building such apportionment shall be made by the Landowners/Developer on the basis of the area purchased by the Purchasers from the date of possession of the said property.

(D) The Purchasers hereby agrees that in the event of any amount being required to be paid by the Landowners/Developer by way of premium on any account whatsoever to the competent Authority or any other payments of a similar nature the same shall be paid by the Purchasers to the Landowners/Developer/Association herein in proportion to the area of the apartment or flat purchased by the Purchasers and in determining such amount the decision of the Association, from the date of possession.

(E) The Purchasers shall maintain at the Purchasers' own costs the apartment or flat acquired by the Purchasers in the same good condition state or order in which it has been delivered to the Purchasers and shall abide by all laws bye- laws rules and regulations of the Government, Kolkata Municipal Corporation and/or of any other authority and local body and shall attend, answer and be responsible for all deviations violations or breach of any of the conditions or laws bye-laws or rules and regulations and shall observe and perform all the terms and conditions contained in this Indenture.

(F) The Purchasers shall not keep or store in the said apartment or flat any inflammable or combustible articles as explosives, chemicals films or any offensive articles such as hides or manures or food grains or any other articles giving an offensive smell nor shall the Purchasers do anything which shall be or constitute any nuisance or annoyance to the occupiers of the other flats, or open spaces.

(G) The Landowners/Developer herein shall insure the entire premises against loss of damage by the fire and earthquake and the proportionate share of the amount of premium payable in respect of such insurance shall be received by the Association from the Purchasers, if required. The said proportionate share shall be calculated on the basis of the area of the apartment or flat acquired by the Purchasers and in determining such amount the decision of the Association shall be conclusive final and binding.

(H) The Purchasers shall keep the apartment or flat walls and partition walls, sewers, drains, pipes and other fittings and fixtures and appurtenances thereto belonging in good working conditions, in good tenantable repair and conditions,

and in particulars so as to support shelter and protect the part of the building other than apartment or flat of the Purchasers.

(I) The Purchasers shall permit the Developer or the authority of Association and its surveyor or agents with or without workman and others at all reasonable times to enter into and upon the apartment or flat of the Purchasers or any part thereof to view and examine the state and conditions thereof and the Purchasers shall be liable to make good within three months from the receipts of notice of all such defects decays and wants or repair of which notice in writing shall be given by the Vendors/Developer or Association to the Purchasers.

(J) That after registration and take possession of the flats, the purchasers and/or other Flat owner shall have right to form a Flat Owners Association for the purpose of making repairing maintaining, cleaning, rebuilding, freeing, closing, lighting and keeping in order and goods conditions all services drains, pipes, cables, water courses, gutters, wires, parts structures or other conveniences belonging to or used for the said building and also for the purpose of maintaining repairing and testing drainages, water pipes, electric wires and for similar or any other purpose.

(K) The Purchasers shall not use the apartment or flat or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other apartments or flats in the said building to the owners or occupiers of adjoining or neighboring properties nor shall use the same for any illegal or immoral purposes.

(L) The Purchasers shall not any time demolish or damage or cause to be demolished the apartment or flat acquired by the Purchasers, nor will the Purchasers at any time make or cause to be made any addition or alteration or whatsoever nature to the said apartment or flat or any part thereof without the

written consent of the Vendors/Developer or Association previously obtained. The Purchasers shall not permit the closing of Verandah or lounges or balconies nor shall permit any alteration in the elevation and outside colour scheme of the apartment or flat acquired by the Purchasers.

(M) The Purchasers shall not throw or accumulate any dirt, rubbish rags or refuse or permit the same to be thrown or allow the same to be accumulated in the Purchasers's flat or in the compound or any portion of the building and/or flat and shall not use coal or coke in the apartment or flat for cooking or any other purpose whatsoever.

(N) That after getting the possession of the flat by the purchasers herein, the purchasers shall have no objection if the developer shall make any construction which is still undergoing construction, but without obstruction for ingress and egress of the flat owners of the building.

(O) The Developer shall handover the Completion Certificate of the building to the purchasers after obtaining the same from Kolkata Municipal Corporation for mutation of the property in the name of the purchasers.

(P) All expression of the Purchasers/s in the masculine shall include the feminine and the neuter gender and similarly the description in the singular shall also include the plural.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT the plot of land measuring about 17 cottahs 8 chittacks and 13 sq. ft. be the same a little more or less together with old and dilapidated two storeyed

building built and standing thereon constructed in or around the year 1939 being Municipal premises no. 34/1 Ratu sarkar Lane, P.O. colootola, P.S. Jorasanko, Kolkata - 700 073 under KMC ward no. 44 butted and bounded as under :

On the North by : 48 Zakaria Street
 On the South by : Ratu Sarkar Lane
 On the East by : 34A Ratu Sarkar Lane
 On the West by : Ratu Sarkar Lane and Sudam Sil,Street

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)

ALL THAT one self contained residential **Flat No.**, in, **Side** on the **Floor** measuring total about **square feet super built up area more or less**, (including covered built up area square feet more or less and **Carpet Area is** **Square feet** more or less) consisting of bed rooms, Drawing-cum-Dining room, kitchen, Toilets, privy and togetherwith number **Car Parking Space**, VideNo., measuring about **square feet** area more or less, situated and lying at Premises No. 34/1 Ratu sarkar Lane, P.O. colootola, P.S. Jorasanko, Kolkata - 700 073 within the limits of Kolkata Municipal Corporation under Ward No.44, which is delineated in the site plan annexed hereto with the marked as **RED colour** border and **TOGETHER WITH** proportionate impartible and/or undivided share or interest in land comprised in the said premises mentioned in the First Schedule above and togetherwith the proportionate undivided share or interest in the common area and facilities provided to the said building mentioned in the Third Schedule below.

THE THIRD SCHEDULE ABOVE REFERRED TO

(PARTICULARS OF COMMON AREAS AND FACILITIES)

1. All boundary walls and main gate;
2. Space for letter boxes in the lobby on the ground floor or near the staircase;
3. Staircase on all floors;
4. Staircase and landing on all floors;
5. Common entrance passage on the ground floor;
6. Water pump, water tank, water pipes and other common plumbing installations;
7. Electric wiring and safety chambers;
8. Drains, sewers and pipes must be outlet system from the building to the corporation drains/duck;
9. Lift and its accessories;
10. Car in and out space to and from covered garage of the purchasers;
11. Such other common parts, areas equipments, installations, fixtures fittings and spaces on or about the said residential apartments area necessary for the user and occupancy of the flat/unit in common and as specified by the flat owner's association to the common part.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Proportionate expenses for Common areas, amenities and facilities)

1. Undivided proportion share in the foundation footing columns, girders, beams, supports, exterior walls of the said building, side or interior land bearing walls, concrete floor, slab, roof slab and all concrete ceiling and in the said building.
2. Stair cases with landing passages, entrance with all fittings and fixtures and open spaces around the said building.
3. Water pump, water tank at the roof, deep tube-well, water pipes, fittings and installations and other common plumbing installations.
4. Electric and sanitary lines pipes leading wiring fittings fixtures and

installation both underground and overhead in the said building but excluding those that are installed inside the said flat and exclusively meant for the said flat.

5. The expenses of maintaining repairing, re-decorating of the main structure and in particular the roof, rain water pipes, water pumps, Lift and electric installation use in common by the owners of the flats the said entrance passage landing and staircases, compounds terrace, water motor water tank etc.
6. The cost of cleaning and lighting the passages, landing staircases and other parts of the said building including the open space.
7. The cost of decoration repairing and painting the exterior of the said building.
8. The salaries of clerks, chowkidars / darwans, sweepers, electrician, pumping etc.
9. The Kolkata Municipal Corporation and other taxes related to the said flat.
10. The cost of water or electric meter and/or any deposit or electricity charges for common rights, water pumps etc.
11. Service, maintenance and repair charges of pump and motor.
12. Such other Capital or recurring expenses as are necessary or incidental for the maintenance and upkeep of the said building open spaces and all other amenities of common nature to be enjoyed by the owners/vendors with the purchasers or occupants of the other flats in the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO
EASEMENT

The co-owners allow to each other the following rights, Easements, quasi easements privilege and/or appurtenances:

- a. The right of common passages in all the common portions.
- b. The right of passages or utilities including connections for telephone, pipes,

- cables etc. through each and every portion of the building including said unit.
- c. Right or support and protection of each portion of the building by other and/or other thereof.
 - d. The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
 - e. Such right, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said undivided proportionate share of the said land and/or the said Flat/Unit.
 - f. The right with or without any necessary materials to enter flat/unit or any other of flat/ unit for the purpose of repairing any of the common portions of any appurtenances to any unit and/or anything comprised in any unit in so far as the same cannot be carried out without such entry and in all such cases exception emergency upon giving 48 hours previous notice in writing to the co-owner affected thereby.
 - g. In case of any transfer: If the Purchasers/s diverse ownership of the said flat then such transfer shall be accompanied by the transfer of all shares of interest that the Purchasers may have in the building and such transfer shall be subject to the condition that the transferee shall abide by all its obligations and pay all amounts payable of and by the purchasers/s hereunder and such transferee may have hereunder. Moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.
 - h. The Purchasers/s shall apply for an have the said flat separately assessed for the purpose of assessment of Municipal rates mid taxes if any in so far as the same are allowable in law and shall also apply for mutation in their name as Purchasers and/or co-owner in the relevant Municipal and other records.
 - i. Besides the amount of such Municipal, rates, taxes and impositions the Purchasers/s shall also boar and pay all other/taxes and impositions including

multi-storied tax, water taxes, if any, etc. in respect of the building proportionately and/or the said unit from the date of purchase.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED UP
AT KOLKATA IN THE PRESENCE OF:

1.

AS CONSTITUTED ATTOTNEY OF

- (1) SRI ISHWARI PRASAD CHOKHANI,
- (2) SRI NARAYAN PRASAD CHOKHANI,
- (3) SMT. PADMA DEVI CHOKHANI,
- (4) SRI NISHANT CHOKHANI,
- (5) SRI VARUN CHOKHANI,
- (6) SMT URMILA CHOKHANI (also known as URMILA DEVI CHOKHANI),
- (7) SRI DEEPAK CHOKHANI,
- (8) SMT MRIDULA SARAF

SIGNATURE OF THE LAND OWNERS.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED of and from within named purchasers the total consideration price of **Rs..... (Rupees)** only, **excluding GST** in respect of the above mentioned second schedule property and acknowledged by the within named Developer, as per memo below:

(RUPEES

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER