

DEED PF CONVEYANCE

THIS DEED OF CONVEYANCE executed on this day of Two Thousand Twenty-Three (2023);

BY AND BETWEEN

BETWEEN

1.SRI SHRIDHAR PATHAK (PAN AHUPP2324F), (AADHAAR NO. 3019 3901 8124), son of Late Mata Charan Pathak, by faith Hindu, by Nationality Indian, by occupation Business, residing at Premises No. 3F/1, Kanu Lal Lane, Police Station Posta, Kolkata 700 007, **2. SHRI RAM CHANDRA SHARMA (PAN ALBPS1200L), (AADHAAR NO. 2189 4033 8797),** son of Late Chhedilal Sharma, by faith Hindu, by Nationality Indian, by occupation Business, residing at Flat No. 3B, 3RD Floor, P-711, Lake Town, Block A, Police Station Lake Town, Kolkata 700 089, hereinafter called and referred to as the "**OWNER NO.1**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include her respective heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest) of the **FIRST PART**.

SHYAM SUNDAR SARAOGI (HUF), PAN No. AALHS3408R, represented by Karta, **MR. SHYAM SUNDER SARAOGI,** son of Late Ram Niwas Saraogi, by Religion – Hindu, by occupation – Business, aged about 64 years, by Nationality – Indian, PAN No. **AKUPS5239H, AADHAAR NO. 3549 1628 1143** by faith Hindu, by Nationality Indian, and by occupation Business, residing at 19, Hem Chandra Nasker Road, Belegghata, Kolkata – 700 010, hereinafter called and referred to as the "**OWNER NO.2**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include her respective heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest) of the **FIRST PART**.

AND

M/S. RAMSISARIA REALTORS PRIVATE LIMITED , (PAN NO. AAGCR2852J) a Private Limited Company incorporated in accordance with the provisions of the Companies Act, 1956, having it's registered office at 167, Old China Bazar Street, 2nd Floor, Suit No. 14, Post Office Hare Street, Police Station Hare Street, Kolkata 700 001, represented by one of its Director **MR. ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion – Hindu, by occupation – Business, by Nationality – Indian, , residing at P-227, Lake Town, Block-'B', Post Office & Police Station – Lake Town, Kolkata – 700 089 hereinafter referred to as the "**Developer/Attorney**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **OTHER PART**

AND

1. _____, Son of _____, having Pan No. _____, Aadhaar No. _____, by occupation – _____, by Religion – _____, by Nationality – Indian, all residing at _____, hereinafter referred to as the **ALLOTTEE/“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **SECOND PART.**

The Owner/Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

INTERPRETATIONS/DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires, -

- a) “Act” Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) “Rules” Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Real Estate Regulation Act 2017.
- c) “Regulation” means the Regulations made under the West Bengal Real Estate Regulation Act 2017.
- d) “Section” means a section of the Act.

WHEREAS:

WHEREAS by a registered Deed of Indenture dated 15th day of September, 2011, one Anirudhha Pradhan, Madhumita Patra and Malaya Pradhan collectively purchased **ALL THAT** piece and parcel of Danga Land measuring an are about 2 Cottah 8 Chittack more or less, lying and situated at Premises No. 728 Lake Town, Block A, Municipal Holding No. 1132 (formerly 598), Police Station Lake Town, Kolkata 700 089, Mouza Patipukur, J.L. No. 24, comprised in C.S. Dag No. 425, District 24 Parganas, North, within the jurisdiction of South Dum Dum Municipality, from Governor of West Bengal which was duly registered at the office of the Additional Registrar of Assurances II, Kolkata, recorded in Book No. I, CD Volume No. 46 at Pages 2548 to 2565, Being No. 12025 for the year 2011, from the Governor of the State of West Bengal.

AND WHEREAS the said Anirudhha Pradhan, Madhumita Patra and Malaya Pradhan collectively sold, transferred and conveyed **ALL THAT** piece and parcel of Danga Land measuring an are about 2 Cottah 8 Chittack more or less, lying and situated at Premises No. 728 Lake Town, Block A, Municipal Holding No. 1132 (formerly 598), Police Station Lake Town, Kolkata 700 089, Mouza Patipukur, J.L. No. 24, comprised in C.S. Dag No. 425, District 24 Parganas, North, within the jurisdiction of South Dum Dum Municipality, morefully and particularly described in the **SCHEDULE** written hereunder, hereinafter referred to as the

SAID PROPERTY, unto and in favour of the Owners herein by way of registered Deed of Conveyance dated 21st day of October, 2011, registered at the office of the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, CD Volume No. 20, Pages from 9635 to 9651, Being No. 12193 for the year 2011.

AND WHEREAS the Owners thus became the sole and absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Danga Land measuring an are about 2 Cottah 8 Chittack more or less, lying and situated at Premises No. 728 Lake Town, Block A, Municipal Holding No. 1132 (formerly 598), Police Station Lake Town, Kolkata 700 089, Mouza Patipukur, J.L. No. 24, comprised in C.S. Dag No. 425, District 24 Parganas, North, within the jurisdiction of South Dum Dum Municipality, morefully and particularly described in the **SCHEDULE** written hereunder, hereinafter referred to as the **FIRST ROPERTY, each having undivided ½ share comprised therein.**

AND WHEREAS the Owner No. 1, by way of Development Agreement cum Power of Attorney dated 4th May, 2023, registered at the office of Additional Registrar of Assurance IV, recorded in Book No. I, Volume No. 1904-2023, Pages from 334512 to 334555, being Deed No. 190407059 for the year 2023, appointed the Developer and Attorney in respect of **ALL THAT** piece and parcel of Danga Land measuring an are about 2 Cottah 8 Chittack more or less, lying and situated at Premises No. 728 Lake Town, Block A, Municipal Holding No. 1132 (formerly 598), Police Station Lake Town, Kolkata 700 089, Mouza Patipukur, J.L. No. 24, comprised in C.S. Dag No. 425, District 24 Parganas, North, within the jurisdiction of South Dum Dum Municipality, morefully and particularly described in the **SCHEDULE I** written hereunder, hereinafter referred to as the **FIRST ROPERTY.**

WHEREAS by virtue of Deed of Conveyance dated 12th August, 1960, registered at the office of the Sub Registrar Cossipore, Dum Dum, recorded in Book No. I, Volume No. 97, Pages from 195 to 198, Being Deed No. 6810, for the year 1960, made between **THE GOVERNOR OF STATE OF WEST BENGAL as Vendor and Prabodh Kumar Bhowmick, as Purchaser**, the said Governor of the State of West Bengal, sold, transferred and conveyed **ALL THAT** piece and parcel of rent free land being Plot No. 727, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, lying and situated at Mouza Patipukur, under C.S Dag No. 412, J.L. No. 24, Sub Registry Office Cossipore Dum Dum, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, hereinafter referred to as the **SECOND PROPERTY**, morefully and particularly described in the **SCHEDULE**, written hereunder, unto and in favour of Prabodh Kumar Bhowmick.

AND WHEREAS the said Prabodh Kumar Bhowmick during his lifetime constructed a structure, measuring about 2460 Square Feet. The said Prabodh Kumar Bhowmick died intestate on 05.02.2003, leaving behind and/or survived by his Wife namely Latika Bhowmick and Two sons namely Pradip Kumar Bhowmick and Pratim Bhaumik and one married daughter namely Samita Manna, who virtually as per the provisions Dayabhaga School of Hindu Law, but way of Inheritance in terms of the provisions of Hindu Succession Act, 1956, became the absolute joint owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of rent free land being Plot/Premises No. 727, of the development scheme of Government of West Bengal, at Lake Town, Block A, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, measuring about 2460 Square Feet, (Cemented floor), lying and situated at Mouza Patipukur, under C.S Dag No.

412, J.L. No. 24, Sub Holding No. 1131, old Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, hereinafter referred to as the **SECOND PROPERTY**, morefully and particularly described in the **SCHEDULE,II** written hereunder. **AND WHEREAS** the said Latika Bhowmick wife of Prabodh Kumar Bhowmick died on 13.04.2017 leaving behind and/or survived by her Two sons namely Pradip Kumar Bhowmick and Pratim Bhaumik and one married daughter namely Samita Manna, who virtually as per the provisions Dayabhaga School of Hindu Law, but way of Inheritance in terms of the provisions of Hindu Succession Act, 1956 and they mutated in the records of South Dum Dum Municipality under Holding No. 1131, old Holding No. 597, Lake Town, being Premises No. 727, Lake Town Block A, Kolkata 700 089, and they have been paying taxes regularly.

AND WHEREAS thus the aforesaid Owners became the recorded absolute owners, well seized and possessed of and sufficiently entitled to the **SECOND PROPERTY** being **ALL THAT** piece and parcel of rent free land being Plot/Premises No. 727, at Lake Town, Block A, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, measuring about 2460 Square Feet, (Cemented floor), lying and situated at Mouza Patipukur, under C.S Dag No. 412, J.L. No. 24, Sub Holding No. 1131, old Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas, morefully and particularly described in the **SCHEDULE II** written hereunder.

AND WHEREAS the said Pradip Kumar Bhowmick, Pratim Bhaumik and Samita Manna is mutated their names in South Dum Dum Municipality **ALL THAT** piece and parcel of rent free land being Plot/Premises No. 727, at Lake Town, Block A, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, lying and situated at Mouza Patipukur, under C.S Dag No. 412, R.S. Dag No. 412, corresponding to L.R. Dag No. 643, J.L. No. 24, (New) Holding No. 1131, (old) Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas

AND WHEREAS Shyam Sundar Saraogi (HUF) represented by Karta Shyam Sundar Saraogi, being the Second Owner purchased the Second Property by way of Deed of Conveyance dated 26th September, 2022, registered at the office of the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, Volume No. 1504-2022, 183587 to 183617, being Deed No. 150404425 for the year 2022.

AND WHEREAS the Owner **No. 2**, Shyam Sundar Saraogi (HUF) represented by Karta Shyam Sundar Saraogi is mutated his names in South Dum Dum Municipality, **ALL THAT** piece and parcel of rent free land being Plot/Premises No. 727, at Lake Town, Block A, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, lying and situated at Mouza Patipukur, under C.S Dag No. 412, R.S. Dag No. 412, corresponding to L.R. Dag No. 643,

J.L. No. 24, (New) Holding No. 1131, (old) Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas, together with easement rights, right of ingress and egress and appurtenances as attached there with.

AND WHEREAS the said Owner No. 2, by way of Development Agreement cum Power of Attorney dated 4th May, 2023, registered at the office of the Additional Registrar of Assurance IV, recorded in Book No. I, Being Deed No. 6753 for the year 2023, appointed as Developer and Attorney over and in respect of **SECOND PROPERTY** being **ALL THAT** piece and parcel of rent free land being Plot/Premises No. 727, at Lake Town, Block A, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, measuring about 2460 Square Feet, (Cemented floor), lying and situated at Mouza Patipukur, under C.S Dag No. 412, J.L. No. 24, Sub Holding No. 1131, old Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas, morefully and particularly described in the **SCHEDULE II** written hereunder.

AND WHEREAS by virtue of Registered Amalgamation the First Property and Second Property have been amalgamated as **ALL THAT** piece and parcel of Bastu land measuring about 5 Cottah, Plot/Premises No. 727, at Lake Town, Block A, under Holding No. 1131, Kolkata 700 089, under Ward No. 30, comprised in R.S. Dag No. 412, corresponding to L.R. 643, R.S. Dag No. 425, corresponding to L.R. Dag No. 973, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas, by way of Deed of Amalgamation dated 07th, June, 2023, registered at the office of the Additional District Sub Registrar Kolkata II, recorded in Book No. I, Volume No. 1902-2023, Page from 240105 to 240127, being Deed No. 190207632 for the year 2023. hereinafter referred to as the **SAID PROPERTY**, morefully described in the **SCHEDULE III**, written hereunder.

- A.** The Owner/Promoter has obtained Sanctioned Plan Bearing No. 634, dated 03.10.23 for construction of Multi-Storied Building and started construction over and in respect of **Said Property**, more-fully described in the **SCHEDULE III**, written hereunder, as per Sanctioned Plan.
- B.** The Purchasers herein have approached the Owner/Promoter to purchase and acquire the **SAID APARTMENT** morefully **described in the SECOND SCHEDULE herein below** from (Owner/Promoter's Allocation), and the Owner/Promoter herein has agreed to sell, transfer and convey the same.
- C.** The Project has been named as **AN GROUP "NIRMALA HERITAGE"** which shall comprise of consisting of (G+7) multi- storied buildings to contain self-contained Apartments lying at or upon the premises as detailed in **SCHEDULE A** hereunder written and/or described.

- D.** The Owner has duly obtained mutation of the Entire Premises from the Concerned Statutory Authority.
- E.** The Promoter has also duly mutated in **South Dum Dum Municipality**, the Holding No. 1131, Premises No. 727, Lake Town, Block – A, Police Station - Lake Town, Kolkata - 700089, then from the respective Authority under South Dum Dum Municipality.
- F.** The said Land is earmarked for the purpose of building a residential project comprising G+7 multi-storeyed apartment buildings and the said project shall be known as **AN GROUP "NIRMALA HERITAGE"**.
- G.** The Promoter is fully competent to enter into this Agreement pursuant to the terms and conditions
- H.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Competent Authority. The Owner/Owner/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable
- I.** The Allottee had applied for an apartment in the Project vide **Application No. _____, dated _____** and has been allotted **the Flat/Apartment more fully mentioned in the SCHEDULE B, herein below after as** permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in **SECOND SCHEDULE and** the floor plan or the apartment is annexed hereto and marked as **Schedule B-1**).
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Owner/Promoter hereby agrees to sell and the Allottees hereby agree to purchase the [Apartment] and the open/covered parking (if applicable as specified in Para 12.
- M.** The Promoter has applied to register the project under the provisions of the Act with the West Bengal REAL ESTATE REGULATORY AUTHORITY at West Bengal on _____ under RERA REGISTRATION NO.: _____

AND WHEREAS the Vendor for her bonafide needs and legal requirements, in her sound and disposing mind without any pressure, force, compulsion or coercion has agreed to sell and transfer the said property unto the Purchaser for the above consideration value

A. The Owner/Vendor herein doth hereby declare and covenant with the Purchaser that the said property and /or the SAID FLAT is free from all encumbrances i.e all lien, charges, attachment, litigation, acquisition, etc, of any nature whatsoever and that the Owner/ Vendor herein has full right, title and interest in the SAID FLAT and has full right and authority to assign and transfer all their right, title and interest therein and the Owner Vendor herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owner / Vendor absolutely and that neither the Owner/Vendor herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the SAID FLAT and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Vendor or any person or persons lawfully or equitably claiming by from through or in trust for them, and the Owner/Vendor herein has full right, power and absolute authority to sell or transfer to the Purchaser the SAID FLAT and their right, title and interest therein and that the Owner/Vendor herein has not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the SAID FLAT by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

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.** _____ as the total Consideration paid by the Purchaser to the Owner/Vendor (receipt whereof the said Owner/Vendor hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquits discharges and exonerates the Purchaser) paid on or before the execution of these presents, the Owner/Vendor doth hereby sell, transfer and convey unto and in favour of the Purchaser herein being

_____ TOGETHER WITH the undivided impartible proportionate share of land underneath the **multi-storied Building namely AN GROUP NIRMALA HERITAGE** along with facilities of other common amenities under the building as well as with all other as eminent and common rights over common passage and common facilities and amenities and facilities attached to and available with all other flats in the Building, hereinafter referred to as the **SAID FLAT**, morefully and particularly described in the **Second Schedule**, written hereunder. written hereunder Delineated in RED in the Map or Plan annexed herewith, **TOGETHER WITH** the undivided impartible proportionate share of land along with facilities of other common amenities thereunto stated in the First Schedule herein above under the building as well as with all other as eminent and common rights over common passage and common facilities and amenities and facilities attached to and available with all other flats in the Building, **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written 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 Owner/Vendor hereinto the said piece of land and over the premises hereby conveyed and every part thereof, free from all encumbrances and **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 Owner/Vendor herein doth hereby covenants with the Purchaser that:-

1. The Owner/Vendor herein now has 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 and put the Purchaser in vacant, peaceful and unencumbered possession.

2. That the entire consideration amount of Rs _____, has been received by the Vendor from the Purchaser prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Vendor.
3. That the Vendor hereby sells, conveys and assigns the property absolutely and forever with all rights, title and interest of the same, unto the Purchaser who shall hereafter be the absolute owner of the same and enjoy all rights of ownership etc.
4. That the Vendor hereby agrees and assures the Purchaser to help and assist him in getting the property transferred/mutated in the relevant department and any other concerned department and/or the Purchaser shall have full right to get the property transferred/ mutated in his/her own name from the concerned department on the basis of this Sale Deed even in the absence of the Vendor.
5. That the Vendor has assured and delivered to the Purchaser that the said property under sale is free from all sorts of encumbrances such as Sale, Mortgage, Gift, Transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the Vendor.
6. 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 its 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 them the Owner/Vendor 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.
7. 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 Owner/Vendor 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 Owner/Vendor herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

8. 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 including common amenities within the said premises for the use occupation and enjoyment of the SAID FLAT as detailed in the **THIRD SCHEDULE** hereunder written.
9. 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 written.
10. 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.
11. The Purchaser and other co owner shall abide by the Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
12. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the SAID FLAT are as detailed in the **SIXTH SCHEDULE** hereunder written.
13. 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.

14. That the Purchaser shall have full right to apply and get the Water, Electric and Sewerage connection regarding the said property from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned without any written consent of the Vendor.
15. That the Vendor has delivered the previous title documents relating to the said property.
16. The Purchaser/Allottees' undivided proportionate interest is impartible in perpetuity.
17. The Owner/Vendor doth hereby further covenant with the Purchaser that 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 its 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 them the Owner/Vendor or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
18. The Owner/Vendor 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 Owner/Vendor or her heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request 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/Allottees, his heirs, executors or administrators and assigns shall be reasonably required.
19. The Purchaser shall mutate the SAID FLAT in their own names, in the records of concerned Municipal Corporation and shall pay all such Municipal taxes and other

impositions that may be charged from time to time, directly to the concern authority.

AND the Purchaser and with Owner/Vendor doth hereby covenant as follows:

- i)** The Purchaser shall regularly and punctually pay share of Municipal tax.
- ii)** The Purchaser shall maintain at their costs the interior of the SAID FLAT hereby sold and conveyed in good and repaired condition.
- iii)** Save and except the **SAID FLAT** and the rights of the Purchaser hereby conferred, the Purchaser shall have no claim or right of any kind or nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property.
- iv)** After the possession of the **SAID FLAT** has been delivered to and taken by the Purchaser from Owner/Vendor in terms of the said Agreement the Purchaser shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the SAID FLAT or any portion thereof or any other portion of the said building nor shall prefer any claim against the Owner/Vendor, in respect on any ground whatsoever
- v)** THE Purchaser shall keep the walls of the SAID FLAT and portion walls, sewer, drains, pipes and other fittings and fixtures appurtenances thereto belonging in good tenantable repair and condition and in particular so as to support shelter and protect the parapets and other portions of the building besides the SAID FLAT.
- vi)** THE Purchaser shall not use the flat for any purpose other than for the purpose of residence and shall not store or allow to be stored any inflammable and combustible articles in the SAID FLAT and not to create any nuisance which may cause disturbances to other occupants and shall not use or allow to be used their SAID FLAT for any illegal, immoral purposes.

- vii)** THE SAID FLAT should not at any time demolished, damaged or cause to be damaged by the Purchaser then the Purchaser shall be responsible for damage or breaking of the SAID FLAT.
- viii)** The Association has been formed by the Flat Owners and Shop Room Owners and the Purchaser shall be the member of such Association and shall abide by the Rules and Regulation as has been framed by the Association.

**THE SCHEDULE 'I' ABOVE REFERRED TO:
FIRST PROPERTY**

ALL THAT piece and parcel of Bastu Land measuring an are about 2 Cottah 8 Chittack more or less, lying and situated at Premises No. 728 Lake Town, Block A, Municipal Holding No. 1132 (formerly 598), Police Station Lake Town, Kolkata 700 089, Mouza Patipukur, J.L. No. 24, comprised in C.S. Dag No. 425, L.R. Plot No. 973, District 24 Parganas, North, within the jurisdiction of South Dum Dum Municipality.

The aforesaid land is butted and bounded by:

ON THE NORTH : By Plot No. 727;
ON THE SOUTH : By Plot No. 729;
ON THE EAST : By Plot No. 717;
ON THE WEST : By 40' Road;

**THE SCHEDULE II ABOVE REFERRED TO
SECOND PROPERTY**

ALL THAT piece and parcel of rent free land being Plot/Premises No. 727, at Lake Town, Block A, of the development scheme of Government of West Bengal, measuring an area about 2 Cottah 8 Chittack, together with Ground + 1st + 2nd Floor Building, measuring about 2460 Square Feet, (Cemented floor), lying and situated at Mouza Patipukur, under C.S Dag No. 412, R.S. Dag No. 412, Corresponding to J.L. No. 24, Sub Holding No. 1131, old Holding No. 597, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas

The aforesaid land is butted and bounded by:

ON THE NORTH : By Plot No. 726
ON THE SOUTH : By Plot No. 728
ON THE EAST : By Plot No. 718
ON THE WEST : By 40' Municipal Road

**THE SCHEDULE III ABOVE REFERRED TO
SAID PROPERTY**

ALL THAT piece and parcel of Bastu land measuring about 5 Cottah, Plot/Premises No. 727, at Lake Town, Block A, under Holding No. 1131, Kolkata 700 089, under Ward No. 30, J.L. No. 24, comprised in R.S. Dag No. 412, corresponding to L.R. 643, R.S. Dag No. 425, corresponding to L.R. Dag No. 973, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas

The aforesaid land is butted and bounded by:

SCHEDULE SEOND' REFERRED TO HEREINABOVE

ALL THAT one Residential Flat No. _____ on _____th Floor, admeasuring and/or having Super Built Up area _____ **Square Feet more or less**, of the multi-storied Building namely **AN GROUP "NIRMALA HERITAGE"** lying and situate at G + 7 storied building being **ALL THAT** piece and parcel of Bastu land measuring about 5 Cottah, Plot/Premises No. 727, at Lake Town, Block A, under Holding No. 1131, Kolkata 700 089, under Ward No. 30, J.L. No. 24, comprised in R.S. Dag No. 412, corresponding to L.R. 643, R.S. Dag No. 425, corresponding to L.R. Dag No. 973, Registry Office Cossipore Dum Dum, at present Additional District Sub Registrar Bidhannagar, Police Station Dum Dum, at Present Lake Town, District 24 Parganas, Kolkata 700 089, Ward No. 30, within the ambit of South Dum Dum Municipality, District North 24 Parganas

1.

**THE THIRD SCHEDULE ABOVE REFERRED TO
Common Amenities**

BASIC FACILITIES:

Common passage on the ground floor

2. Electric wiring, meter (exclusive those are to be installed for any particular unit)
3. General Common Element of all appurtenances and facilities and other items which are part of the said self-contained residential flat.
 - a) All land and premises described in the First and **SECOND SCHEDULE** hereinabove written whether improved or unimproved.
 - b) All private drive-ways, curves, side walls areas of the said premises.
 - c) Exterior conducts utility lines.
 - d) public connection, electricity and/or other agencies providing such service and located outside the building.
 - e) Exterior light and other facilities necessary to the upkeep and safety of the building.

- f) All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management operation, maintenance and safety of the building or normally in common use.
- g) The foundation, footings, columns, girders, beams, supports, exterior walls and interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling in the said building.
- h) Conduits, utility lines and electrical systems contained within the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES OF FLAT/UNIT OWNERS)**

- 1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating and rebuilding, lighting the common portions and common areas in the proposed building including the outer walls.
- 2. The salary of all persons employed for the common purposes including security personnel, sweepers, plumbers, electricians, telephone operators, generator operator, Lift operator etc. (if any).
- 3. The insurance premium for insuring the proposed building, if any.
- 4. All charges and deposits for supplies of common utilities to the co-Owners in common.
- 5. Ground rent, municipal tax, water tax and other levies in respect of the land and the proposed building save those separately assessed in favour of the Purchaser/Purchasers.
- 6. Costs/expenses of constitution and operation of the association.
- 7. Costs of running, maintenance, repairs and replacement of pumps and Lift.
- 8. Electricity charges for the electrical energy consumed for the operation of the common services including water pumps.
- 9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 10. The expenses to be incurred for maintaining office for common purposes.
- 11. All other expenses, including rent, rates and taxes if any payable to local bodies and other levies etc. as demanded by the Govt. or authority concerned to be necessary or incidental or liable to be paid by the co-Owners in common including such amounts as may be fixed for creating a fund for replacement, renovation, painting and/or periodic, repairing of the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON OBLIGATIONS & RULES AND REGULATIONS)

- 1. The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.

2. The Purchaser shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately assessed for the purpose of Municipal rates and taxes,.
3. The Purchaser shall use the SAID FLAT and all common portions peacefully with the other co owner.
4. The Purchaser shall not do any of the following acts, deeds and things:
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner so as to affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the SAID FLAT.
 - e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
 - f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
 - g) Change the colours cheme of the windows, grill and the main door of the SAID FLAT other than according to the specification or upon formation of the Association in writing.
 - h) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS AND QUASI-EASEMENTS)

1. The Purchaser shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the SAID FLAT and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto

which are thereafter more fully specified Excepting and Reserving unto the Owners/Vendors and the Developer and other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.

2. The right of access in common with other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser or any person deserving title under the Purchaser and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the SAID FLAT and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the SAID FLAT and the SAID FLAT and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the SAID FLAT and the properties appurtenant hereto for all lawful purpose whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

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

SIGNED AND DELIVERED by the

OWNER, Developer and Purchasers at Kolkata in the presence of:

1.

2.

**SIGNATURE OF THE OWNERS &
CONFIRMING PARTY**

SIGNATURE OF THE DEVELOPER

SIGNATURE OF PURCHASERS

RECEIVED on and from the Developer herein a sum of **Rs.** _____/- (Rupees _____) only as interest free non-refundable security deposit as per memo hereunder written.

MEMO OF CONSIDERATION

Date	DD NO.	Bank	Amount Rs
		TOTAL	_____/-

(Rupees _____) only

SIGNATURE OF THE WITNESS

1.

2.