

DEED OF CONVEYANCE

P.S. SANKRAIL, DISTRICT- HOWRAH

THIS DEED OF CONVEYANCE is made on this the ..th day of
September, Two Thousand Twenty Three (2023) A.D.

BETWEEN

M/S KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD (PAN : AADCK7161J), having its office at Sahu Colony, Damodarpur, P.S. Kanti, P.O. Damodarpur, District Muzaffarpur, Pin Code – 843113, State – Bihar, represented by its Director - **SMT. MEENA SINHA**, (PAN – AQQPS8814A, AADHAAR NO- 8079 1116 7587), wife of Shiv Nandan Sah, by faith Hindu, by occupation Business, by nationality Indian, residing at Sahu Colony, Damodarpur, P.S. Kanti, P.O. Damodarpur, District Muzaffarpur, Pin Code – 843113, State – Bihar,, hereinafter referred to as **OWNER/VENDOR** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) represented by its constituted attorney “**M/S. LOKENATH CONSTRUCTION** having its office situated at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah – 711109, West Bengal, represented by its Sole proprietor - **SRI BIPLAB CHAKRABORTY** (PAN - AIAPC4206E Aadhaar No. 7185 2145 9570), son of Late Basudeb Chakraborty, by faith Hindu, by Occupation Business, by nationality Indian, residing at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah - 711109, West Bengal,of the **FIRST PART**.

AND

“**M/S. LOKENATH CONSTRUCTION** having its office situated at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah – 711109, West Bengal, represented by its Sole proprietor - **SRI BIPLAB CHAKRABORTY** (PAN - AIAPC4206E, Aadhaar No. 7185 2145 9570), son of Late Basudeb Chakraborty, by faith Hindu, by Occupation Business, by nationality Indian, residing at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah - 711109, West Bengal, the **"DEVELOPER/CONFIRMING PARTY"**, (Which term and expression

shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

....., (PAN-, AADHAAR-,), son of, by faith Christian, by occupation, by nationality Indian, residing at, P.O., P.S. District, Pin Code, state – West Bengal, hereinafter referred to as the “**PURCHASER**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART**.

DEFINITIONS

IN THIS DEED OF CONVEYANCE UNLESS IT IS CONTRARY OR REPUGNANT TO THE CONTEXT :-

- I. **Purchaser** shall mean and include his heirs, executors, administrators, legal representatives, successors and/or successors-in-interest or permitted assigns.
- II. **Owner** and/or Vendors shall mean and include unless otherwise repugnant to the subject or context its heirs, executors, legal representatives and his successors-in-interest and assigns as the case may be.

- III. **SAID PREMISES** shall mean and include all that piece and parcel of land measuring about **20 (Twenty) Cottahs 12 (Twelve) Chittaks 28 (Twenty eight) sq. ft** (more or less), with 100 Square feet R.T.S. (out of which an area 02 Cottah 38 Sq.ft. under L.R. Dag No- 267, and an area 04 Cottahs 13 Chittaks 04 Square feet under L.R. Dag No- 266, and an area 13 Cottahs 05 Chittaks 34 Square feet under L.R. Dag No- 268 and an area 8 Chittaks 42 Square feet under L.R. Dag No-265 all L.R. Khatian No. 5252 Mouza Podrah, P.S. Sankrail, District Howrah), comprised in R.S Dag No. 265, 266, 267 & 268, L.R. Dag No. 265, 266, 267 & 268 L.R. Khatian No. 5252, within Mouza Podrah, J.L. No. 38, P.S. Sankrail, under Thanamakua Gram Panchayat, District – Howrah : 711109.
- IV. **BUILDING** shall mean the building called **“CHARDHAM RESIDENCY”** in “Block –A, B, C & D” Consist of Ground Plus Four (G+4) storied constructed on the said premises having sanctioned Plan vide Memo No- 384/032/HZP/EP dated 24/03/2023 of Howrah Zila Parishad”.
- V. **Unit** shall mean the flat and/or constructed area in the building intended and/or capable of being exclusively occupied by the Purchaser as described in the Second Schedule.
- VI. **The Plans** shall mean the plans, elevations, designs and specifications of the constructions as prepared by the Architects employed by the Developer and will include variations therein as and when made.
- VII. **Land** shall mean the whole of the land more fully set out and described in the First Schedule hereunder written.
- VIII. Details and particulars regarding construction of Building/Flat/Unit are set out in Schedule.
- IX. **Common Purposes** shall mean and include the purpose of maintaining and managing the land and building and in particular the common parts, meetings of the common expenses matters to mutual rights and

obligations of the Purchaser's interest relating to the land and building and the common use as enjoyment thereof.

- X. **Common parts and common area** shall mean and the parts and equipments provided and/or reserved in the land or buildings for common use and enjoyment and as described in Schedule annexed hereto.
- XI. **Common Expenses** shall mean the expenses for common, purposes including those mentioned in Schedule annexed hereto.
- XII. **Service Charges** shall mean the service and maintenance charges of the common parts as may be incurred by the Vendors including providing the services, making such provisions or incurring expenses in respect of future provisions of the services and the expenses on account of repairs and replacement as the Co-operative Society in its absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Co-operative Society on the estimation of the total expenditure and upon formation of the Association for maintenance, the said maintenance charges shall be paid to the Association, who shall manage and maintain the building. Wherever, the expenses of costs as are mentioned to be borne or paid proportionate be the Purchaser then the amount payable by the Purchaser shall be in proportionate to the area of the respective Purchaser's respective spaces which also include the proportionate area of the total common areas for the time being in the building, the same to be decided by the Association upon its formation.
- XIII. **Principal Agreements** shall mean Development Agreement which was executed by vendors/owners herein on 22/10/2022 before the office of the District Sub-Registrar- II Howrah and recorded in recorded in Book No. I, Volume No. 0513-2022, Pages from 337302 to 337332, Being

Deed No. 051312011 for the year 2022, in between First Part and Second Part of this Deed.

- XIV. **Power of Attorney** shall mean the development power Attorney after registered Development Agreement, which is executed by Vendor/owner herein on 22/10/2022 before the office of the District Sub-Registrar- II Howrah and recorded in Book No. I, Volume No. 0513-2022, Pages from 337333 to 337358, being Deed No. 051312016, for the year 2022.

RECITALS

WHEREAS total area of Bastu land measuring about 16 Cottah 01 Chittaks 30 Square feet comprised under R.S. Dag No- 265, 266, 267 & 268, Khatian No- 236/1, 285, L.R. Khatian No- 1096, Mouza – Podrah, J.L. No-38, Police Station –Sankrail, District Howrah is exclusively belongs to the vendor therein i.e. Fatik Chandra Baidya.

AND WHEREAS in pursuance with a registered Deed of Sale executed on the year of 1927 enter into Book No- I, Volume No- 16, Pages from 156 to 158, being No- 1240 for the year 1927 before the Domjur Sub Registry Office and another Deed of Sale executed on the year 1942 enter into Book No- I, Volume No- 23, Pages from 286 to 288, being No- 1252 for the year 1942 before the District Sub Registrar at Howrah, one late Beni Madhav Baidya purchased the said property along with adjacent other properties form the then Vendor Smt. Chamatkari Bewa and Sri Pasupati Basu respectively.

AND WHEREAS after purchasing the said properties, the said Beni Madhav Baidya became the sole owner and occupier of the same and mutated his name before appropriate concern of settlement office.

AND WHEREAS the said Beni Madhav Baidya died on 17/07/1966 intestate leaving behind and surviving three sons, Fatik Chandra Baidya, Asutosh Baidya, Sombhunath Baidya and two daughter namely

Smt. Lakhmi Bala Naskar and Smt. Bhanumoti Naskar, who became the joint owners in respect of undivided 1/5th share of the said property as left by their predecessor in interest.

AND WHEREAS subsequently the said co-owners failed inconvenience to joint possession of the said properties, for which the said Fatik Chandra Baidya filed a suit for partition and separation of shares of the said properties, against his other brothers and sisters, which was being registered as title suit No- 7 of 1985, before the Ld 3rd Civil Judge (Sr. Divn) at Howrah. In pendency of the said suit the dispute and difference between the parties of the said suit was amicable settled and they jointly filed a comprised petition and on the basis of such comprised petition the Ld. Court vide its order dated 19/03/2010 has been pleased to pass a comprised decree in the said suit in presence of all the parties.

AND WHEREAS as per terms and condition of the comprised Decree, the said Fatik Chandra Baidya became the absolute owner and occupier of the said property as specifically mentioned as Lot – B of the said comprised petition and in colour 'Green' in the annexed plan of the said comprised decree.

AND WHEREAS as per terms and condition Decree, the said Kali Pada Baidya & ors are the absolute owners and occupiers of the said property as specifically mentioned as Lot – E of the said comprised petition and in colour 'Yellow' in the annexed plan of the said comprised decree.

AND WHEREAS in pendency of the said partition suit the said Lakhmi Bala Naskar died on 13/09/1998 leaving and surviving her sons and daughter namely Kalipada Naskar, Dulal Naskar, Goutam Naskar, Arup Naskar, Meena Naskar, Prabha Naskar, Shibani Naskar and Sandhya Mondal, who became the joint owners and occupiers of the said property as left by their predecessors namely Lakhmi Bala Naskar since deceased subsequently the said Dulal Baidya died on 01/11/2011 intestate as

bachelor and all the aforesaid legal heirs inherited all the property left by the said deceased Dulal Baidy.

AND WHEREAS the said Fatik Chandra Baidya while seized and possessed the same sold away an area 08 Cottah 06 Chittaks 34 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and simultaneously delivered possession in respect of the said piece of land transferred by him and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded in Book No- I, CD Volume No- 18, Page from 1578 to 1595, Being No- 06518, for the year 2012.

AND WHEREAS the said Fatik Chandra Baidya also sold away the an area 07 Cottah 08 Chittaks 1 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part and simultaneously delivered possession in respect of the said piece of land transferred by him and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded in Book No- I, CD Volume No- 18, Page from 1686 to 1703, Being No- 06523, for the year 2012.

AND WHEREAS the said Kalipada Naskar & ors also sold away the an area 04 Cottah 13 Chittaks 38 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA

KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part and simultaneously delivered possession in respect of the said piece of land transferred by them and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded in Book No- I, CD Volume No- 18, Page from 1992 to 2010, Being No- 06531, for the year 2012.

AND WHEREAS the present owner herein got its name mutated in respect of the schedule mentioned landed property under R.S. L.R. Dag No- 265, 266, 267 & 268, L.R. Khatian No- 5252, Mouza – Podrah, J.L. No-38, P.S. Sankrail, District Howrah and also converted its nature of land under L.R. Dag No- 265, 266 & 268 from Danga, Bastu, Danga to commercial Housing complex vide Memo No- X/S-29/SNK/36/14/SNK/Com/1219/SDLS/LR dated 02/09/2014 and L.R. Dag No- 267 from Bagan to Housing Complex vide Memo No- X/S-29/5763/1(4)/SANK/14 dated 09/10/2017 and the present owner herein is the absolute owner and occupier of the schedule mentioned property and possessed the same peacefully without any interruption disturbance from any corner.

AND WHEREAS while thus obtained absolute right, title, interest followed by peaceful and khas possession thereto by way of purchase as well as mutated its name in the all concerned authorities, The Owner/First Party hereto desires to raise multi-storied building at the Schedule premises but due to some problems and in lack of experience and further in lack of sufficient funds, the Owner hereto is not capable to do the same and that the Owner hereto approach the Second Party/Developer to do said acts by raising the new constructions of a masonry building as per sanctioned plan upon the land mentioned in the Schedule First below.

AND WHEREAS the Second Party being an experienced and financial capable developer approached to the Owner to enter into an agreement for developing the said property with a formulated scheme to do so and for that after having several discussions regarding the terms and conditions of the agreement, it has been settled that the terms and conditions of the agreement, should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property However, the Developer shall start the construction of the new building after Plan sanctioned from the authority of Howrah Zilla Parishad. In this regard to construct the masonry building thereupon on the said property, the present owner entered into an Agreement for Development with **LOKENATH CONSTRUCTION** as Developer/ Promoter herein on 12/10/2022 which is duly executed and registered before the District Sub-Registrar - II Howrah and recorded in Book No. I, Volume No. 0513-2022, Pages from 337302 to 337332, Being Deed No. 051312011 for the year 2022 and delegated the power to the developer for smooth running of the work and allied incidents the above stated Owner and the Development of Power of Attorney after registered Development Agreement is duly executed and registered on 12/10/2022 before the office of District Sub-Registrar -II Howrah and recorded in Book No. I, Volume No. 0513-2022, Pages from 337333 to 337358, being Deed No. 051312016 for the year 2022. However, the developer shall start the construction of the new building after Plan sanctioned from the authority of Howrah Zilla Parishad, in this regard to construct the masonry building thereupon the said property.

AND WHEREAS the Developer submitted building Plan for sanction to the Howrah Zilla Parishad, and got the sanction Plan vide Memo No. 384/032/HZP/PS dated 24/03/2023 from Howrah Zilla Parishad and on the strength of the Sanction Plan the Promoter started the

construction of building on the “**FIRST SCHEDULE**” mentioned property.

AND WHEREAS immediately after the sanction of the building plan and by the strength of the said Development Agreement and Power of Attorney the Developer herein the party of the Second Part/Developer took over the possession of the said lands, constructed a Boundary wall thereon and has commenced construction of the building namely “**CHARDHAM RESIDENCY**” of four **Block – A, B, C & D** in accordance with the building plan sanctioned by the Howrah Zila Parishad and called upon the buyers interested in acquiring Flat/Flats/Unit/Units in the said building.

AND WHEREAS the Purchaser has taken inspection of all the documents of title of the Vendor and has approached the Developer to cut out a Residential Flat being No. on the **Floor, Block – ‘.....’** of G + 4 storied building measuring about Square feet be the same a little more or less including super built-up area upon the land underneath the Flat as described in the Second Schedule written hereunder at a consideration of Rs./- (**Rupees only**) for Flat and being the cost of construction along with cost of undivided, proportionate, variable, impartible share or interest in the land corresponding to the said Flat as mentioned in the Second Schedule hereunder written and the Purchaser have already paid total consideration amount as fully described in the **Memo of Consideration**.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated and in consideration of the sum of Rs./- (**Rupees only**) paid by the Purchaser to the Vendors at or before the execution of these present (the receipt

whereof the Vendors do hereby as well as by the receipt hereunder written admits and acknowledge) the Vendors above named as absolute owners of **ALL THAT** the piece and parcel of a residential Flat, Being No-....., measuring about **Square Feet** including super built up area, consisting of Bed rooms, 1(one) bathroom with privy, 01(One) dining cum living room, 01(one) W.C. one Kitchen room, One Veranda being identified as Flat on the **Floor** of the "....." in Block – "....." of the Land comprised in comprised in R.S Dag No. 265, 266, 267 & 268, L.R. Dag No. 265, 266, 267 & 268, under L.R. Khatian No. 5252, within Mouza Podrah, J.L. No. 38, P.S. Sankrail, District – Howrah : 711109, more fully described in the **SECOND SCHEDULE** written hereunder and delineated with "**RED**" colour border on the map or plan annexed hereto, **TOGETHER WITH** water, sanitary and electrical fittings and fixtures and half the depth in all common walls of the said flat between its ceiling and the floor of the said Flat AND the full ownership of all walls, doors, windows, grills and all water, electrical and sanitary fittings and fixtures exclusively belonging and appertaining to the said Flat **AND ALSO TOGETHER WITH** proportionate undivided share of right, title and interest in the land underneath the said Building and the proportionate undivided share or interest of and in the common area and facilities appurtenant to the said Flat as fully described in the **THIRD SCHEDULE** hereunder written and the right to use the common areas and facilities in common with all other owner and occupiers of other portions of the said building and all other fixtures fittings and equipment of common utility and services appurtenant to the said Building and the said right to use the main entrance, common passages and the said undivided share of right title and interest of and fittings and connected to the subject or context collectively referred to hereafter as "the said Flat and the common areas

and facilities appurtenant thereto”. **TOGETHER FURTHER** with all the benefits of the sanctioned plan and all benefits and advantages of all ancient and other rights, liberties, easements, privileges, appendages, appurtenances AND all estate, rights, title, inheritance, use trust, property, claim and demand whatsoever both at law and equity of the Vendors into and upon the said Flat and the common areas and facilities appurtenant thereto and every part thereof **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof **TO ENTER INTO AND HAVE HOLD OWN POSSESS, AND ENJOY THE** said Flat and the common areas and facilities appurtenant thereto and every part thereof hereby granted sold, conveyed and transferred or expressed or intended so to be with their and every of their respective rights, members and appurtenance whatsoever unto and to the use of the Purchaser his respective heirs, executors, administrators and assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claim, liens, Lis-pendences, attachment or liabilities whatsoever created or suffered by the Vendors to these presents subject to observance and performance of the terms and conditions herein contained and also **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of liabilities for Taxes and expenses for maintenance, repairs and replacement of the common areas and facilities as shall be payable by the Purchaser herein as more fully stated in the **FOURTH SCHEDULE** written here in under **AND** also the Vendors and the Purchaser do hereby confirm by these presents the terms, conditions, covenants, agreements and stipulations hereinafter contained and on the part of the Purchaser to be borne, observed and performed for the benefit of the parties hereto and for the protection of the said building.

AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

01. That notwithstanding any act, deed or thing whatsoever by the Vendors or by any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary the Vendors had at all times heretofore and now have good right, full power and absolute authority to grant, sell convey, transfer assign and assure the said Flat and the proportionate share or interest in the land underneath the said building and the common areas and facilities appurtenant thereto hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
02. That the Purchaser shall and may at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said Flat and the common areas and facilities appurtenant thereto and every part thereof as full and absolute owners thereof and received the rents, issues and profits thereof without the lawful eviction, hindrance and interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for the Vendors or from or under any of their ancestors or predecessors in title.
03. That the Vendors and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said land and in the said Flat and the common areas and facilities appurtenant thereto or any part thereof from under or in trust for the Vendors or from or under any of their predecessors or ancestors in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more

perfectly assuring the said Flat and common areas and facilities appurtenant thereto unto and to the use of the Purchaser according to the true intent or meaning of these presents as shall or may be reasonably required.

04. That the original title deeds, documents and the sanctioned building plan of the said premises of the said five storied building standing thereon shall remain in the custody of the Developer and Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser shall produce and caused to be produced unto the Purchaser, his/her/their respective heirs, executors, administrators, legal representatives and assigns or the person or persons lawfully or equitably claiming at any trial hearing, commission, examination or otherwise as occasioned shall produce all or any of the deeds, documents, writing, building plan etc, and deliver or cause to be delivered to the Purchaser or his/her/their Advocate or agent at the costs and expenses of the Purchaser and the said deeds or documents for manifesting, defending and proving the title of the Purchaser relating to the proportionate share of the said property and the said flat and the said common areas and facilities appurtenant thereto and also at the request and costs of the said Purchaser the deeds, documents, writing, plan etc, as may be required by the Purchaser.
05. That the Vendors/Developer shall hereafter assist the Purchaser in all respect to record his name in the books of the appropriate authority and also in any other Government offices relating to the said Flat.
06. That any error in the description of the said Flat if subsequently discoverer, will not in any way affect this sale but the Vendors and/or Confirming Party hereby undertake to rectify and/or correct all such

mistake by executing rectification deed or deeds in favour of the Purchaser at the costs and expenses of the Purchaser.

07. That the Vendors have subsisting, absolute and unfettered perfect right to sell the Second schedule mentioned Flat having no other Co-owners and Co-Sharers.
08. That the property hereby sold is free from all encumbrances.
09. That the Flat hereby sold is not attached with any decree by the Court, nor the said property is Debttor nor is the same dedicated for Seva Puja of any God or Goddess.
10. That the Vendors/Developer shall indemnify the Purchaser against all claims, liens, Lis-pendences, attachment in the event of any defect of the Vendors' marketable title or if the Purchaser's perfect title and peaceful possession be disturbed by any person/persons claiming through or under the Vendors or its legal representatives and successors-in-office in any manner,
11. That the Vendors/Developer hereby undertakes to execute and register any further Deed in future like Deed of Rectification and Deed of Declaration for more and further clear title and also better enjoyment of the Purchaser, in case of necessity, at the request and cost and expenses of the Purchaser and /or Purchaser themselves undertakes to do the same as and when required.
12. That the present Vendors/Developer hereby executes this Deed of conveyance in favour of the Purchaser after realizing the meaning of this Deed at its free will and consent, while physically fit and mentally alert.

**AND IT IS FURTHER AGREED BY AND BETWEEN THE VENDORS
AND THE PURCHASER AS FOLLOWS:-**

- I. The Purchaser shall be liable to pay directly to the authorities concerned or contribute in proportionate to the floor area of the said Flat towards payment of Panchayet taxes, Khazana.
- II. That the Purchaser shall have full and absolute property rights such as the Vendors derive from the title save and except that of demolishing the structural parts of the building or committing waste in respect of the said Flat and the common areas and facilities appurtenant thereto in any manner so as to affect the previous Vendors or other Co-owners or occupiers who have already purchased and acquired possession or who may hereafter purchase or acquire similar property rights as covered by the conveyance.
- III. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate his right title and interest in the said Flat and the common areas facilities appurtenant thereto hereby conveyed without the consent of the previous Vendors subject to the terms and conditions contained herein to any person or persons at his own discretion.
- IV. Each of the Flat at “....., **in Block – A, B, C & D**” constitutes a single residential unit transferable and heritable and the property hereby sold and transferred in favour of the purchaser forever and thus the purchaser became the absolute owner of the Shop room/Flat and together with proportionate undivided share of land and the purchaser shall be entitled for all right to use or exchange sale, gift, lease etc or in way as he/she/they desires.
- V. The Vendor and/or other co-owners who may heretofore have acquired or who may hereafter shall acquire the right title and interest in any Flat shall be entitled to undivided proportionate interest in the said Land and in the common areas and facilities in proportionate to the super built-up area of their Flat.

- VI. The common areas and facilities, general or restricted shall remain undivided and that no owner shall bring any action or suit for partition or division thereof at any time.
- VII. The undivided interest in the common areas and facilities shall not be separate from the said Flat and shall be deemed to be conveyed or encumbered with the said Flat.
- VIII. The Vendors/developer or the other Flat owners shall not do anything which would be prejudicial to the soundness and safety of the other Flat-owners or reduce the value thereof or cause any obstruction for enjoyment or easement appurtenant to the said Flat and the said building.
- IX. The Vendors/developer and the Purchaser from time to time may require to execute, register and file deeds, documents and declarations and also to do some other acts deeds and things which may be necessary for and in connection with the said Flat and of the said building.
- X. The management and maintenance of the said building and the various common areas and facilities and services shall be vested to the Vendors who will in consultation with the Purchaser herein and other Flat owners of the said building manage and maintain the said building and the common areas, facilities and services, till any Association or Society of the Flat owners be formed preferably within one year hereof. As soon as the said Flat owners Association or society be formed the Vendors shall forthwith transfer the administration and or management of the said building to the said Association or society
- XI. The Purchaser shall not at any time demolish or damage the said Flat acquired by the Purchaser which may eventually affect in any way the other portions of the building. The Purchaser shall not be permitted to cause any alteration in the outer elevation of the said building. The

Purchaser shall be entitled to close any existing door or windows or to open additional outlet of window or affix any fixtures like Air Conditions, Exhaust Fans etc, on the internal walls of the said Flat at her own funds / costs.

- XII. The Purchaser shall have the right to display the nameplates and / or letterbox on the ground floor of the said building to be provided by the previous Vendors and also outside the said Flat.

AS FROM AND AFTER THE DATE OF POSSESSION OF THE SAID FLAT THE PURCHASER COVENANT WITH THE VENDORS AS FOLLOWS :

- a) To extend full co-operation to the Vendors in the management of the said building till the formation of an association or society of the Flat owners.
- b) To allow on prior notice the Vendors and their agents or workers to enter into the said Flat for the purpose of maintenance of the said building.
- c) Not to do any act deed or thing which may cause or likely to cause any damage to the common wall or the ceiling and floor of the said Flat or any other portion thereof.
- d) Not to store or keep any article, things, materials and goods outside the said Flat in landing, lobbies and passages of the said building or in common areas of the said building.
- e) The Purchaser shall be entitled to make all inside repairs and carry out interior decoration to the said Flat but shall not be in any way disturb the peaceful enjoyment and/or occupation of other Flat owners of their respective Flat including the common areas.
- f) Not to cause any obstruction or hindrance or interference in free ingress to and egress from the said building for the Vendors or any

person or persons claiming through the Vendors and any other occupants of the aid building.

- g) The Purchaser shall not use the said Flat for illegal and/or immoral use shall not store any explosive, highly inflammable or illegal items.
- h) The Purchaser will not do any alternation without the written consent of the Vendors and/or Society/Association/Companies that is to be formed.
- i) The Purchaser or his/her/their men and agents of the Flats in the said building, **in Block – A, B, C & D**” shall have the right to have free access to the overhead Water tanks, install their separate/combined Antennas at any suitable points on the roof and always have free access thereto, and the Purchaser or his/her/their agents shall always have the right to enter into the roof for repairing and renewal of any cracks or leakage thereon.
- j) The fixture on the roof and disc antenna shall be the common property of the Flat owner/Purchaser and the Purchaser of the Flat shall have the right to maintain and/or repair the said fixture on the roof.
- k) Notwithstanding anything to the contrary in this deed the top most roof the including parapet walls therein shall always be the property of all the occupiers of the building and all the occupiers shall be entitled to use the roof for their family function with the consent of the Society or Association as may be formed subject to the payment of maintenance charges.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land total area measuring **20 (Twenty) Cottahs 12 (Twelve) Chittaks 28 (Twenty eight) sq. ft** (more or less), with G+4 storied building namely - **“CHARDHAM RESIDENCY”, in Block – A, B, C & D**” along with all sorts of easements right (out of

which an area 02 Cottah 38 Sq.ft. under L.R. Dag No- 267, and an area 04 Cottahs 13 Chittaks 04 Square feet under L.R. Dag No- 266, and an area 13 Cottahs 05 Chittaks 34 Square feet under L.R. Dag No- 268 and an area 8 Chittaks 42 Square feet under L.R. Dag No-265 all L.R. Khatian No. 5252 Mouza Podrah, P.S. Sankrail, District Howrah), comprised in R.S Dag No. 265, 266, 267 & 268, L.R. Dag No. 265, 266, 267 & 268, under L.R. Khatian No. 5252, within Mouza Podrah, J.L. No. 38, P.S. Sankrail, under Thanamakua Gram Panchayat, District – Howrah : 711109 within the limit of Howrah Zila Parishad, within the jurisdiction of Additional District Sub Registrar Ranihati, District Sub Registrar – I & II Howrah, being butted and bounded as follows:-

ON THE NORTH : Land of Marari Mohan Baidya, Kishori Mohan Baidya & Sambhu Baidya

ON THE SOUTH : Land of Badal Dhar & Asutosh Baidya

ON THE EAST : Village Road (20 feet wide)

ON THE WEST : Border of Panchpara Mouza.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Flat hereby Sold)

ALL THAT piece and parcel of a **Residential Flat** Being No- in Block – ‘.....’ on the **floor**, measuring about **Square Feet** including super built up area, consisting of Bed rooms, 1(one) bathroom with privy, 01(One) dining cum living room, 01(one) W.C. one Kitchen room, One Veranda being identified as Flat on the **Floor** of the “**CHARDHAM RESIDENCY**” of the Land, comprised in R.S Dag No. 265, 266, 267 & 268, L.R. Dag No. 265, 266, 267 & 268, under L.R. Khatian No. 5252, within Mouza Podrah, J.L. No. 38, P.S. Sankrail, under Thanamakua Gram Panchayat,

District – Howrah : 711109 within the jurisdiction of Additional District Sub-Registrar Office Ranihati, District Howrah and District Sub-Registrar – I & II Howrah, **TOGETHER WITH** proportionate undivided share in land and common areas and facilities attached to the said building and the Flat delineated with **RED** colour border on the map or plan annexed hereto The Flat is butted and bounded as follows:-

For flat :-

- On the North :
 On the South :
 On the East :
 On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common parts and Common Portions)

01. Stair case on all the floors.
02. Stair case landing on all the floors.
03. Common Passage.
04. Deep Tube well.
05. Water Pump, Water Tank, Water pipes and other common plumbing installation.
06. Common passage and lobby on the Ground Floor No Car parking will be allowed in the common passage or within space left vacant as shown in the sanctioned plan in the Ground Floor.
07. Drainage and sewerage.
08. Top most Roof and parapet wall.
09. Lift and Lobby of Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(the common Expense)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Panchayat taxes, multi-storied building tax, and other outgoing save those separately assessed on the respective flats/shops.
5. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
6. All litigation expenses for protecting the title of the land and building.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoing as are deemed by the Developer to be necessary or incidental for protecting the interest and rights of the Purchaser.
9. All expenses referred to above shall be proportionately borne by the co - Purchaser 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 the unsold flat.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common easements)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common areas of the said Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto or appertaining thereto which are hereinafter more fully specified , accepting and re-serving unto and for the Vendors/Developer and or other co-Purchaser the right, easement, quasi-easements, privileges and appurtenances hereinafter more particularly set-forth in the sixth Schedule hereunder written.
2. The right of access in common with the Vendors/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said Building.
3. The right of way in common as aforesaid into and upon the common passages, driveways and entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said unit with or without vehicle over and along with driveways and pathways comprised in the said building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser and or the Purchaser's servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise, the free passage of other person or persons including the Vendors/Developer entitled to such right of way as aforesaid along with such common passage, driveways and entrances as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements reserved for the Vendors/Developer)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendors/Developer and other Co-Purchaser and/or occupiers of the other part or parts of the said premises.

The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts and facilities.

1. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity and water from and to any part (other the said unit) or other part or parts of the said Building through pipes, wires and conduits lying or being in under, through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the said premises.
2. The right of protection of other part or parts of the said Building by all parts of the said unit as the same can or does normally protect.
3. The right as would otherwise become vested in the Purchaser by means of any of the structural alteration or otherwise in any manner to lesson or diminish the normal enjoyment by other part or parts of the said premises.
4. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding repairing, replacing or cleaning so far as may be necessary such pipes, wires and conduits as aforesaid **PROVIDED ALWAYS** and save in case of emergency the Vendors/Developer and occupiers of other part or parts of the said building shall give to the Purchaser a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

IN WITNESSETH WHEREOF the parties hereto above executed these presents the day, month and year first above written.

In the presence of: -

WITNESSES

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

Drafted by me: -

Advocate,
wb/630/2002
Howrah Judge's Court.
Typed by

SIGNATURE OF THE PURCHASER

Howrah Judge's court.

MEMO OF CONSIDERATION

RECEIVED a consideration amount of **Rs...../- (Rupees**
..... Only) from the Purchasers in the manner as follows :-

Date	By Cheque/DD/Cash	Amount Rs.
	Total Rupees	

SIGNATURE OF THE DEVELOPER