DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the Two Thousand and Twenty Three (2023)

day of,

BETWEEN

(1) SRI BISWANATH PAUL, (PAN-AGQPP1492D & Aadhaar No. 3486 4004 7130), son of Sri Ajit Paul, by faith - Hindu, Indian, by occupation- Business, residing at 130A, S.G. Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata-700031, (2) MRS. SHARMISTHA PAUL, (PAN-AORPP0225K & Aadhaar No. 5631 5527 6893), wife of Sri Prabir Paul, by faith -Hindu, Indian, by occupation-Business, residing at 783, Anandapur, Urbana Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata-700107, (3) MRS. DEBJANI PAUL, (PAN- CAFPP4890Q & Aadhaar No.2244 7078 5123), wife of Sri Biswanath Paul, by faith Hindu, Indian, by occupation- Business, residing at 18/2, North Purbachal Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (4) SRI SUKHEN PAUL, (PAN-APBPP5350C & Aadhaar No.9886 7020 3524), son of Shanti Ranjan Paul, by faith Hindu, Indian, by occupation-Business, residing at Village-Shikarpur, Bhagirath, Silpasram, Dist. Nadia, Pin-741248, hereinafter collectively called and referred to as the "LAND OWNERS" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors, office-in-interest and/or assigns etc.) of the FRIST PART. The Vendors herein are represented by their Constituted Attorney M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD., (PAN-AABCO 1239M) a company incorporated under the Companies Act, 1956, having its office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata-700 042, represented by its one of the Director namely, SRI PRABIR PAUL, (PAN:AFQPP2907Q), son of Sri Santi Ranjan Paul, by faith -Hindu, by occupation-Business, residing at 783, Anandapur, Urbana Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata-700107, by virtue of registered Development Agreement alongwith Development Power of Attorney dated 11.02.2022, registered at DSR IV, Alipore recorded in Book No. I, Volume No.1603-2022, at Pages 81045 to 81092, Deed No. 160302329 for the year 2022.

Olendrila Promoters & Developers Pvt. Ltd.

Director

Porsin be

PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the SECOND PART;

AND

M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD., (PAN-AABCO 1239M) a company incorporated under the Companies Act, 1956, having its office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata-700 042, represented by its one of the Director namely, SRI PRABIR PAUL, (PAN:AFQPP2907Q), son of Sri Santi Ranjan Paul, by faith -Hindu, by occupation-Business, residing at 783, Anandapur, Urbana Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata-700107, hereinafter called and 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 his heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**:

WHEREAS one Sri Rajendra Nath Dhara & Putiram Dhara, both sons of Basu Dhara and Sri Nibas Dhara, son of Giridhar Dhara were seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel land measuring 83 Decimals, situated at Mouza-Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, R.S. No.3, comprised in R.S. Dag No. 160 & 168 appertaining to R.S. Khatian No.2, under P.S. formerly Tollygunge then Kasba now Purba Jadavpur, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry /A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24- Parganas and their names were duly recorded in the finally published Revisional Settlement Records of Rights as the absolute owner thereof.

AND WHEREAS by virtue of mutual partition, the said Sri Putiram Dhara was exclusively allotted the $1/3^{rd}$ share in the said land in separately from others, by paying the usual rents and taxes to the authorities concerned.

AND WHEREAS while the said Sri Putiram Dhara enjoyed the said land, died intestate leaving behind his wife Smt. Sukuli Dhara, two sons Sri Mado Dhara, Sri Jagai Dhara and three daughters Smt. Gita Mondal, wife of Late Satya Charan Mondal, Smt. Vedi Pailan, wife of Sri Kalipada Pailan and Smt. Beno Sardar, wife of Sri Ajay Sardar,

as his only legal heirs and successors, who jointly inherited the said land left by the said deceased, as per Hindu Succession Act, 1956.

AND WHEREAS thus the said Smt. Sukuli Dhara, Sri Mado Dhara, Sri Jagai Dhara, Smt. Gita Mondal, Smt. Vedi Pailan and Smt. Beno Sardar, jointly became the owners of the said land and for the purpose of selling, they divided the said land into several small plots and provided common passage for free access to those plots by a layout plan.

AND WHEREAS by a Bengali Deed of Sale, dated 08.06.1988 registered at Dist. Sub-Registrar at Alipore and recorded in Book No.1, Volume No.180, page from 17 to 26, Deed No. 6975, for the year 1988, the said Smt. Sukuli Dhara, Sri Mado Dhara, Sri Jagai Dhara, Smt. Gita Mondal, Smt. Vedi Pailan and Smt. Beno Sardar, sold, transferred and conveyed a plot of the said land measuring 10 Cottah 14 Chittak 0 sq.ft. be the same a little more or less, out of which land measuring 9 Cottah 14 Chittak 25 sq ft. of Dag No.160 and land measuring 15 Chittak 20 sq.ft. of Dag No.168, more fully described in the Schedule hereunder written, unto and in favour of one Sri Subodh Dhara, Sri Arun Dhara and Sri Arabinda Dhara, all sons of Sri Kanai Dhara of Nayabad, P.S. Purba Jadavpur, Kolkata-700 099.

AND WHEREAS after such purchase, the said Sri Subodh Dhara, Sri Arun Dhara and Sri Arabinda Dhara mutated their names in the office of Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Municipal Premises No.3129, Nayabad, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS being in need of money, the said Sri Subodh Dhara, Sri Arun Dhara and Sri Arabinda Dhara jointly sold, transferred and conveyed the said land measuring 10 Cottah 14 Chittak 00 sq ft. be the same a little more or less, out of which net land measuring 10 Cottah 2 Chittak 11 sq.ft. and road land measuring 11 Chittak 34 sq.ft., more fully described in the Schedule hereunder written, by Deed of sale, dated 23.06.2010, registered in the office of D.S.R.-III, Alipore and recorded in Book No. I, CD Volume No.9, page from 7579 to 7594, Deed No.04823 for the year 2010, unto and

in favour of one Sri Partha De, son of Sri Nirmal Chandra Da and Smt. Mahua De, wife of Sri Partha De both of HA-197, Salt Lake City, Sector-III, Kolkata-700 097.

AND WHEREAS after such purchase, the said Sri Partha De and Smt. Mahua De mutated their names in the office of Kolkata Municipal Corporation in respect of the said Municipal Premises No.3129, Nayabad, vide Assessee No.31-109-08-6197-2, Kolkata-700 094, upon payment of rates and taxes thereto.

AND WHEREAS being in need of money, the said Sri Partha De and Smt. Mahua De sold, transferred and conveyed a portion of land- measuring 5 Cottah 1 Chittak 5.5 sq.ft. be the same a little more or less, together with 250 sq.ft. tile shed structure standing thereon, situated at Mouza-Nayabad, J.L. No. 25, Pargana-Khaspur, R.S. No. 3, Touzi No. 56, comprised R.S. Dag No. 160 & 168, appertaining to R.S. Khatian No. 2, being Premises No. 3129, Nayabad, Kolkata-700094, under P.S. formerly Tollygunge then Kasba now Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24- Parganas, since South 24-Parganas, more fully described in the Schedule hereunder written, by a Deed of Sale, dated 26.08.2013, registered in the office of D.S.R. III Alipore and recorded in Book No. I, CD Volume No. 16, page from 1232 to 1251, Deed No. 08146 for the year 2013, unto and in favour of one (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao & (3) Mr. Li Tai Choi, all sons of Late Li Chin Cheng, of 47, South Tangra Road, P.O. Gobinda Khatik Road, P.S. Tangra, Kolkata- 700046 and (4) Sri Biswajit Biswas, son of Sri Prabhas Biswas, of A/41, Ganga Nagar, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata-700 099.

AND WHEREAS after such purchase, the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas, mutated their names in the office of the Kolkata Municipal Corporation in respect of the said Premises No. 3129, Nayabad, Kolkata-700094, upon payment of rates and taxes thereto and also recorded their names in the office of the B.L. & L.RO, in respect of their total purchased land 10 Cottah 2 Chittak 11 sq.ft., vide Memo No.18/ Mut/ 3041/ BL & LRO ATM/ Kasba/14, dated 03.07.2014, Memo No.18/Mut/ 3043/BL &LRO/ATM/Kasba/14, dated 03.07.2014, Memo No. 18/Mut/ 3042/ BL & LRO/ATM/Kasba/14, dated 03.07.2014,

Memo No.18/ Mut/ 3040/BL&LRO/ATM/Kasba/14, dated 03.07.2014. and the said land is recorded Bastu land under L.R. Khatian No.1163, 1164, 1165 1166, in the name of the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao, (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas.

AND WHEREAS the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas entered into an Agreement for Development, dated 11.07.2018 registered in the Office of District Sub-Registrar-V, Alipore and entered into Book No. 1, Volume No.1630-2018, at page 61246 to 61289, Deed No. 163001813, for the year 2018, a Developer namely TRANQUIL UTOPIA, a partnership firm, having its office at C-267, Survey Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata -700075, represented by its one of the Partners Sri Paritosh Shil, son of Sri Parimal Shil, of Flat No. 2/4, Block C-2, 28/117, Mukundapur, Subarna Bihar, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata-700099, in respect of the said property, more fully described in the Schedule mentioned hereunder written, under certain terms and conditions contained therein and also granted a Development Power of Attorney, dated 18.07.2018 registered in the Office of District Sub-Registrar-V, Alipore and entered into Book No. I, Volume No.1630-2018, at page 63547 to 63578, Deed No. 163001886, for the year 2018, in favour of the said Developer.

AND WHEREAS due to some unavoidable circumstances, the Developer could not perform the work as stated in the said Agreement for Development and the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao, (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas and the said Developer cancelled the said Agreement for Development and Development Power of Attorney by executing a Cancellation of Agreement, dated 15.07.2021 registered at D.S.R.- IV, Alipore, vide Book No. I, Being No.4365 for the year 2021 and revocation power of Attorney, dated 15.07.2021 registered at D.S.R. -IV, Alipore, vide Book No. IV, Being No. 0086 for the year 2021.

AND WHEREAS a portion of the said land was encroached with the adjacent road and thus the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao, (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas were in peaceful and uninterrupted possession of the said measuring 5 Cottah 0 Chittak 17 sq.ft. be the same a little more or less, together with 250

sq.ft. tile shed structure standing thereon, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS by a Deed of sale, dated 27.08.2021, registered at D.S.R.-IV, Alipore and recorded in Book No. I, Volume No.1604-2021, page from 225778 to 225820, Deed No.160405987 for the year 2021, the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao, (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas sold, transferred and conveyed a portion of land measuring 5 Cottah 0 Chittak 17 sq.ft. be the same a little more or less, together with 150 sq.ft. tile shed structure standing thereon, situated at Mouza-Nayabad, J.L. No. 25, Pargana-Khaspur, R.S. No.3, Touzi No.56, comprised R.S. Dag No.160 & 168, appertaining to R.S. Khatian No. 2, being Premises No. 3129, Nayabad, Kolkata-700094, under P.S. formerly Tollygunge then Kasba now Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24- Parganas, since South 24-Parganas, unto and in favour of the Owners herein.

AND WHEREAS being in need of money, the said Sri Partha De and Smt. Mahua De sold, transferred and conveyed a portion of land measuring 5 Cottah 1 Chittak 5.5 sq.ft. be the same a little more or less, together with 250 sq.ft. tile shed structure standing thereon, situated at Mouza-Nayabad, J.L. No. 25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, comprised R.S. Dag No.160 & 168, appertaining to R.S. Khatian No. 2, being Premises No. 3129, Nayabad, Kolkata-700094, under P.S. formerly Tollygunge then Kasba now Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24- Parganas, since South 24-Parganas, more fully described in the Schedule hereunder written, by a Deed of Sale, dated 26.08.2013, registered in the office of D.S.R. III Alipore and recorded in Book No. I, CD Volume No. 16, page from 1212 to 1231, Deed No.08147 for the year 2013, unto and in favour of said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao, (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas.

AND WHEREAS after such purchase, the said said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas mutated their names in the office of the Kolkata Municipal Corporation in respect of the said Premises No.3129/1,

Nayabad, Kolkata-700094, upon payment of rates and taxes thereto and also recorded their names in the office of the B.L.& L.RO, in respect of their total purchased land 10 Cottah 2 Chittak 11 sq.ft, vide Memo No.18/ Mut/ 3041/ BL & LRO/ ATM/ Kasba/14, dated 03.07.2014, Memo No.18/ Mut/ 3043/ BL & LRO/ ATM/Kasba/14, dated 03.07.2014, Memo No.18/ Mut/ 3042/ BL & LRO/ATM/Kasba/14, dated 03.07.2014, Memo No.18/ Mut/ 3040/ BL & LRO/ATM/Kasba/14, dated 03.07.2014 and the said land is recorded Bastu land under L.R. Khatian No.1163, 1164, 1165 1166, in the name of the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas.

AND WHEREAS the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas entered into an Agreement for Development, dated 11.07.2018 registered in the Office of District Sub-Registrar-V, Alipore and entered into Book No. I, Volume No. 1630- 2018, at page 61202 to 61245, Deed No. 163001812, for the year 2018, a Developer namely TRANQUIL UTOPIA, a partnership firm, having its office at C-267, Survey Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata-700075, represented by its one of the Partners Sri Paritosh Shil, son of Sri Parimal Shil, of Flat No.2/4, Block-C-2, 28/117, Mukundapur, Subarna Bihar, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata-700099, in respect of the said property, more fully described in the Schedule mentioned hereunder written, under certain terms and conditions contained therein and also granted a Development Power of Attorney, dated 18.07.2018 registered in the Office of District Sub-Registrar-V, Alipore and entered into Book No. I, Volume No.1630-2018, at page 63579 to 63611, Deed No.163001887, for the year 2018, in favour of the said Developer.

AND WHEREAS due to some unavoidable circumstances, the Developer could not perform the work as stated in the said Agreement for Development and said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas and the said Developer cancelled the said Agreement for Development and Development Power of Attorney by executing a Cancellation of Agreement, dated 15.07.2021 registered at D.S.R.-IV, Alipore, vide Book No. I, Being No.4361 for the year 2021 and revocation

power of Attorney, dated 15.07.2021 registered at D.S.R.-IV, Alipore, vide Book No. IV, Being No.0087 for the year 2021.

AND WHEREAS a portion of the said land was encroached with the adjacent road and thus the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas were in peaceful and uninterrupted possession of the said measuring 5 Cottah 0 Chittak 17 sq.ft. be the same a little more or less, together with 150 sq.ft. tile shed structure standing thereon, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS by a Deed of sale, dated 27.08.2021, registered at D.S.R.-IV, Alipore and recorded in Book No. I, Volume No.1604-2021, page from 225735 to 225777, Deed No.160405988 for the year 2021, the said (1) Mr. Li Tai Yu, (2) Mr. Li Tai Pao (3) Mr. Li Tai Choi & (4) Sri Biswajit Biswas sold, transferred and conveyed a portion of land measuring 5 Cottah 0 Chittak 17 sq.ft. be the same a little more or less, together with 150 sq.ft. tile shed structure standing thereon, situated at Mouza-Nayabad, J.L.No. 25, Pargana-Khaspur, R.S. No. 3, Touzi No.56, comprised R.S. Dag No.160 & 168, appertaining to R.S. Khatian No.2, being Premises No. 3129/1, Nayabad, Kolkata-700094, under P.S. formerly Tollygunge then Kasba now Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas, unto and in favour of the Owners herein.

AND WHEREAS thus the owners herein seized and possessed of the total land measuring 10 Cottah 0 Chittak 34 sq.ft. be the same a little more or less and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said two plot of land, which has since been known and numbered as single Premises No. 3129, Nayabad, vide Assessee No. 31-109-08-6197-2, Kolkata-700094, upon payment of rates and taxes thereto and also recorded their names in the office of the B.L.& L.RO, and the said land is recorded as L.R. Khatian No. 2547, 2548, 2549 and 2550 in the names the recent published L.R. settlement records of rights as absolute owners thereof.

AND WHEREAS The said Land Owners herein express their desire to develop the aforesaid land measuring 10 Cottah 0 Chittak 34 sq.ft.more or less by constructing Ground Plus Four Storied building thereon in accordance with the building sanction plan and/ or to be sanctioned by The Kolkata Municipal Corporation, and the present Developer have accepted the said proposal and the present Land Owners has decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the SCHEDULE A hereunder written, And whereas the developer has fully satisfied with the right, title, interest and possess on over the said land and has physically examined the documents with respect to the title of land owners. Initially the land owners entered into a Registered Development Agreement & executed a Registered Power of Attorney in the year 2022 to M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD., which is recorded in Book No. I, Volume No.1603-2022, at Pages 81045 to 81092, Deed No. 160302329 for the year 2022.

AND WHEREAS For the smooth running of the" said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein have appointed and nominated M/S. Oiendrila Promoters and Developers Pvt. Ltd. as their Constituted Attorney and new Developer, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also for to appear before any Registrar of Assurances, District Registrar, Sub- Registrar, Additional District Sub-Registrar or other offices or authorities haying jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

AND WHEREAS originally the land measuring an area of 10 Cottah 0 Chittak 34 sq.ft. be the same a more or less together with the 500 Sq.ft. asbestos shed structure standing thereon, situated at Mouza-Nayabad, J.L.No.25, Pargana-Khaspur, R.S. No.3, Touzi No.56, comprised R.S. & L.R. Dag No. 160 & 168, appertaining to R.S. Khatian

No. 2, L.R. Khatian No. 2547, 2548, 2549 and 2550, being Premises No.3129, Nayabad, Kolkata-700094, belongs to the Four Land Owners as mentioned herein above.

AND WHEREAS being desirous of the promotion work of their said premises the OWNER/VENDOR by virtue of registered Development Agreement alongwith Development Power of Attorney dated 11.02.2022, registered at DSR IV, Alipore recorded in Book No. I, Volume No.1603-2022, at Pages 81045 to 81092, Deed No. 160302329 for the year 2022, with the DEVELOPER, the party of the THIRD PART herein for making the construction and as the DEVELOPER, the party of the THIRD PART herein namely M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD., has developed as well as promoted the entire premises as described in the SCHEDULE — 'A' below. As per the said Development work it has been settled that the OWNER should obtain the Owner's Allocation as mentioned in the SCHEDULE B of the said registered Development Agreement and the Developer's Allocation has also been mentioned in the SCHEDULE D of the said registered Development Agreement.

AND WHEREAS in terms of the said Development Agreement, the DEVELOPER has the right and/or entitle to sell, transfer convey its allocation to any Purchaser and to receive consideration amount from the intending purchaser and the Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS when the DEVELOPER herein had been erecting the said					
building in the said K.M.C. Premises No.3129, Nayabad, P.S. Panchasayar, within the					
K.M.C. Ward No.109, Kolkata – 700 099, the Parties of the SECOND					
PART/PURCHASERS, having their desire to purchase one residential Flat					
No situated on the					
measuring carpet area of the Flat is					
Flat is Sq.ft. i.e. total carpet area of the Flat including Balcony is					
Sq.ft. corresponding to super built up area of the Flat is					
No situated on the Ground Floor of the building measuring an area of 110					
(One hundred and ten) Sq.ft. more or less has approached the said DEVELOPER as well					
as the $VENDOR$ as shown in the Floor Plan and constructed by the $DEVELOPER$ which					
is morefully and particularly described in the SCHEDULE "B" hereunder written.					
AND WHEDEAS the DEVELOPED agreed to call and convey the said Elect					
AND WHEREAS the DEVELOPER agreed to sell and convey the said Flat					
Nosituated on thefloorside of the building					

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of Rs...../-(Rupees) only of which the entire consideration money against the building togetherwith one Car Parking Space No..... situated on the Ground Floor of the building along with the proportionate share of land which morefully described in the SCHEDULE 'B' below for a total sum of Rs....../-(Rupees) only paid by the PURCHASERS to the DEVELOPER on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling Rs......) only paid by the PURCHASERS the receipt whereof the DEVELOPER hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the PURCHASERS of all their liabilities thereof and the DEVELOPER and also the VENDOR as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said PURCHASERS free from all encumbrances ALL THAT the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete Flat No...... situated on thefloor side of the building togetherwith one Car Parking Space No...... situated on the Ground Floor of the building situated at The K.M.C. Premises No.3129, Nayabad, P.S. Panchasayar, within the K.M.C. Ward No.109, Kolkata – 700 099, together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder written. AND TO HAVE AND TO HOLD the said flat and Car Parking Space together with undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances whatsoever unto the said PURCHASERS absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever ALL TOGETHER with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said Flat No..... situated on thefloor side of the building togetherwith one Car Parking Space No...... situated on the Ground Floor of the building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER AND THE PURCHASERS as follows:-

paths and passages and undivided proportionate share of land in the said building as described in the SCHEDULE "B" hereunder written.

- 5. The PURCHASERS shall be entitled to the right of access in common with the DEVELOPER and also the VENDOR and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.

- 8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to the said Flat through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.
- 9. The PURCHASERS shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said Flat.

10.	So long as the said Flat No situated on thefloor
	side of the building togetherwith one Car Parking Space
	No situated on the Ground Floor of the building alongwith all
	common rights and common expenses as described in the SCHEDULE "B", "C"
	and "D" hereunder written shall not be separately assessed the said
	PURCHASERS shall pay (from the date of execution of the Deed of
	Conveyance) the proportionate share of maintenance of the building and also
	Municipal taxes as per apportionment to the extent of the PURCHASERS' said
	flat alongwith said Car Parking Space.

- 11. The PURCHASERS shall pay all taxes, rates, impositions and other outgoings in respect of the said flat and Car Parking Space proportionately as may be imposed by The Kolkata Municipal Corporation, and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.
- 12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the SCHEDULE 'D' hereunder written.
- 14. The said PURCHASERS shall maintain their said flat, inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.

- 15. That the said **PURCHASERS** shall not make any such further construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
- 16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flat for electricity power or gas connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with his said flat. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their said flat for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.
- 17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said flat and Car Parking Space and/or their possession and or to assign or to let out full or part with their interest possession benefit of their said flat togetherwith said Car Parking Space or any part thereof.
- 18. The PURCHASERS shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners.
- 19. The **PURCHASERS** shall not use or caused to be used the said flat in such manner which may likely to cause nuisance or annoyance to the occupants of the other flats of the said building nor shall use the same for any illegal nor immoral purposes nor as a restaurant, workshop and/or godown.
- 20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
- 21. The **PURCHASERS** shall have no right title or interest in any other flat except Schedule B Flat and open common land, if any of the said premises. The

PURCHASERS hereby declares that they shall not raise any objection if the **DEVELOPER** sells the other Car Parking Space to any outsider of the building. Each owner of the Car Parking including the **PURCHASERS** herein shall use and enjoy their demarcated Car Parking Space on mutual understanding during egress and ingress of the Car without raising any objection and obstruction to other.

22. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by all the Flat Owners of the building only to the extent of the said flat which will be applicable to all the flat Owners and also Car Parking Space Owners. The **PURCHASERS** hereby declares and confirms that they have already received the peaceful physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area of the said Flat and Car Parking Space and construction of the said building and he is also satisfied with the title of the property..

THE SCHEDULE – A ABOVE REFERRED TO (DESCRIPTION OF THE PROPERTY)

On the North : Land of Dag No.168,

On the South : 20'ft. wide Road

On the East : Land of Dag No. 160,

On the West : Land of Dag No.161,

THE SCHEDULE-B ABOVE REFERRED TO (DESCRIPTION OF THE SOLD FLAT AND CAR PARKING SPACE HEREBY TO BE SOLD

ALL THAT the residential Flat No situated on the						
side of the building measuring carpet area of the Flat is						
total carpet area of the Flat including Balcony is						
corresponding to super built up area of the Flat is						
or less togetherwith one Car Parking Space No situated on the Ground						
Floor of the building measuring an area of 110 (One hundred and ten) Sq.ft. more or less						
as mentioned in SCHEDULE-A herein above togetherwith undivided proportionate share						
or interests in land attributable to the said Flat at the said Premises also together with the						
right of use of common parts/portions in the said building at then Premises as mentioned						
in SCHEDULE-C hereunder and the sold Flat and Car Parking Space are shown in the						
annexed Plan by RED border line.						

SCHEDULE "C" ABOVE REFERRED TO (COMMON RIGHTS)

- 1. All stair-cases on all the floors of the said building.
- 2. Stair-case of the building leading towards the vacant roof.
- 3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
- 4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
- 5. Roof of the building is for the purpose of common services.
- 6. Water pump, overhead water tank and all water supply line and plumbing lines.
- 7. Electric meter space, electricity service and electricity main line wirings and common and electric meter space and lighting.
- 8. Drainages and sewerages lines of the building and drive way.
- 9. Boundary walls and main gate and parapet wall on the roof.

- 10. Such other common parts, like equipments, installations, fixtures, and fittings and open spaces in or about the said building and lift and lift room of the building to be used as common purposes.
- 11. Lift of the building shall be used as commonly by the all Flat owners of the building.
- 12. Vacant space of the ground floor and right of egress and ingress of the car through open space of the premises.
- 13. Car taker's room and toilet shall be used as common by the all Flat owners of the building.

THE SCHEDULE "D" ABOVE REFERRED TO (MAINTENANCE / COMMON EXPENSES TO BE PAID BY THE PURCHASERS)

- Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
- 2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
- 3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
- 5. Paying such workers as may be necessary in connection with the upkeep of the property.
- 6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
- 7. Cleaning as necessary of the areas forming parts of the property.

- 8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
- 9. Maintaining and operating the lifts.
- 10. Providing and arranging for the emptying receptacles for rubbish.
- 11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
- 12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
- 13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
- 14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
- 15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made. There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
- 16. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
- 18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Premiss Organisation it is reasonable to provide.

19. The PURCHASERS shall bear the proportionate maintenance cost of the CCTV cameras of the building and also power back up cost.

SCHEDULE – 'D' ABOVE REFERRED TO (RESTRICTIONS TO BE OBER5VED BY THE PURCHASER)

- 1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- 2. The Purchasers shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
- 3. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
- 4. The Purchasers shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchasers shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
- 5. The Purchasers shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
- 6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
- 7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
- 8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- 9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed wails of the verandahs,

lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

- 10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
- 11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
- 12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
- 13. Not to commit or permit to be committee any waste or to remove or after the exterior to the said building in any manner whatsoever and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
- 14. Not to install any generator without permission of the Association of the Premises.
- 15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchasers in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

IN WITNESS WHEREOF the Parties hereto put their respective hand and seal this indenture here at Kolkata on the day, month and year first above written.

WITNESS:

As attorney of the Vendor herein

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

PREPARED & DRAFTED BY:

(MR. DEBES KUMAR MISRA) ADVOCATE [Enrollment No.F/364/329/1989] HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin Place, Kolkata-700 086. PH-9830236148(D.K.M.), Email:debeskumarmisra@gmail.com 9051446430(Somesh), Email:mishrasomesh08@gmail.com 9836115120(Tapesh), Email:tapesh.mishra85@gmail.com

MEMO OF CONSIDERATION

 Parking Space No...... situated on the Ground Floor of the building being part of The K.M.C. Premises No.3129, Nayabad, Police Station-Panchasayar, within the limits of Ward No. 109, Kolkata – 700 0099, in the manner following:-

Sl.	Date	RTGS/Draft	Name of the Bank & Branch	Amount
No.		No.		(Rs.)

	TOTAL: Rs
(Total Rupees) only	
WITNESSES:	
1.	
	Oiendrila Promoters & Developers Pvt. Ltd.
	Possir bul.
	Director
2	
2.	
	SIGNATURE OF THE DEVELOPER