

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the..... day of 2024

(Two Thousand Twenty-Four) BETWEEN;

For SUN RAY DEVCON PRIVATE LIMITED

J. K. [Signature]
Director

(1) **SRI SWAPAN CHAKRABORTY**, having PAN: AIJPC7990E, Aadhaar No....., son of Late Dwijendra Lal Chakraborty, by faith: Hindu, by nationality Indian, by occupation: Retired Person, residing at 22/1, Satyen Roy Branch Road, Post Office: Behala, Police Station: Behala, Kolkata: 700034, District: 24 Parganas (South), (2) **SMT. KRISHNA MUKHERJEE**, having PAN: AFPPM6649R, Aadhaar No....., daughter of Late Dwijendra Lal Chakraborty and wife of Late Ranjit Kumar Mukherjee, by faith: Hindu, by nationality Indian, by occupation : Retired Person, residing at 71/1/1B, Satyen Roy Road, Post Office: Behala, Police Station: Behala, Kolkata: 700034, District: 24 Parganas (South), (3) **KALPANA alias LINA PUSHILAL**, having PAN: BEZPP8734C, Aadhaar No.... daughter of Late Dwijendra Lal Chakraborty and wife of Sri Surendra Nath Pushilal, by faith Hindu, by nationality Indian, by occupation : House-Wife, residing at Flat No.C-3, Happy Home Co-operative, 164, Lake Gardens, Post Office : Lake Gardens, Police Station Lake Jhuma, Kolkata: 700045, District : 24 Parganas (South), (4) **SMT. SEEMA CHATTERJEE**, having PAN: AESPC7061B, Aadhaar No..... daughter of Late Dwijendra Lal Chakraborty and wife of Late Bimalendu Chatterjee, by faith Hindu, by Nationality Indian, by occupation: House-Wife, residing at 71/3/6, Satyen Roy Road, Post Office Behala, Police Station Behala, Kolkata: 700034, District 24 Parganas (South), (5) **SMT. BULBUL CHAKI**, having PAN: AJXPC2500M, Aadhaar No..... daughter of Late Dwijendra Lal Chakraborty and wife of Late Ashis Kumar Chaki, by faith Hindu, by nationality: Indian, by occupation: House-Wife, residing at 22/1, Satyen Roy Branch Road, Post Office: Behala, Police Station: Behala, Kolkata: 700034, (6)**JAYANTI**

CHAKRABORTI, having PAN: AETPC2050B, Aadhaar No..... District: 24 Parganas (South), daughter of Late Dinendra Nath Mukherjee and wife of Late Sailesh Chakraborti, by faith Hindu, by nationality Indian, by occupation: House-Wife, residing at 1/13, Arabinda Nagar Colony, Post Office & Police Station Jadavpur, Kolkata: 700032, District 24 Parganas (South), (7) **RIA CHAKRABORTI**, having PAN: AFFPC0710B, Aadhaar No..... daughter of Late Smt. Sailesh Chakraborty, by faith: Hindu, by nationality Indian, by occupation: Household Work, residing at 1/13, Arabinda Nagar Colony, Post Office & Police Station: Jadavpur, Kolkata: 700032, District 24 Parganas (South), (8) **SRI SANKHA CHAKRABORTY**, having PAN: AELPC0002P, Aadhaar No..... son of Late Dwijendra Lal Chakraborty, by faith Hindu, by nationality: Indian, by occupation: Service, residing at 22/1, Satyen Roy Branch Road, Post Office: Behala, Police Station: Behala, Kolkata: 700034, District: 24 Parganas (South), (9) **SMT. SIKHA BHATTACHARJEE**, having PAN: AXUPB6746M, Aadhaar No:..... daughter of Late Kartick Chandra Chakraborty and wife of Sri Snehangshu Bhattacharjee, by faith: Hindu, by nationality Indian, by occupation: House-Wife, residing at GF-14, "NARAYANI APARTMENT", Zarda Bagan, Jyanga, Rajarhat, Gopalpur (M), Post Office Dasbandhunagar, Police Station: Baguiati, Kolkata: 700059, District: 24 Parganas (North), (10) **SMT. SHILA BHATTACHARJEE**, having PAN: BPRPB3450E, Aadhaar No....., daughter of Late Kartick Chandra Chakraborty and wife of Sri Dipti Bhattacharjee, by faith: Hindu, by nationality Indian, by occupation: House-Wife, residing at C-59, 1st Floor, Gosta Tala, New Scheme, Kamdahari, Garia, Post Office & Police Station: Garia, Kolkata: 700084, District: 24

Parganas (South), (11) **SMT. SOMA KUSHARI**, having PAN: BBVPK7413E, Aadhaar No. daughter of Late Kartick Chandra Chakraborty and wife of Sri Sujit Kushari, by faith: Hindu, by nationality Indian, by occupation House-Wife, residing at V.I.P. Lake View, Block-B, Flat-109, P.W.D. Chalpatty Road, Baguiati, Post Office: Baguiati, Pin 700059, District: 24 Parganas (South), (12) **DR. SAKTI CHAKRABORTI**, having PAN: ACHPC4263E, Aadhaar No.. son of Late Kartick Chandra Chakraborty, by faith Hindu, by nationality: Indian, by occupation Medical Practitioner, residing at 30/9, Chinar Park, Hatiara, Kaikhali, Post Office: Rajarhat Gopalpur, Police Station: Airport, Kolkata: 700136, District: 24 Parganas (North), (13) **SRI SANJIB CHAKRABORTY**, having PAN: AFSPC9706L, Aadhaar No....., son of Late Kartick Chandra Chakraborty, by faith Hindu, by Nationality: Indian, by occupation: Service, residing at NAFRA, H.O. West Kameng, Post Office Rupa, Police Station Rupa, Arunachal Pradesh and (14) **SMT. MRIDULA GHATAK**, having PAN CJMPG7168Q, Adhaar No. daughter of Late Kartick Chandra Chakraborty, by faith Hindu, by nationality Indian, by occupation House-Wife, residing at Hari Biraj Kanailal Dutta Road By Lane, Hakimpara, Post Office & Police Station: Siliguri, Darjeeling, Pin: 734001, hereinafter collectively called and referred to as "the **OWNERS/VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Vendor Nos. 1 to 13 are being represented through their constituted Attorneys viz. (1) **SRI JAY S. KAMDAR** and (2) **SRI TUSHAR S.**

KAMDAR, both sons of Late Sharad H. Kamdar, both are of 38A/26, Jyotish Roy Road, Post Office New Alipore, Police Station Behala, Kolkata: 700053, District : 24 Parganas (South), by virtue of a registered Development Power of Attorney dated 24th October, 2017, registered in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and registered in Book No. I, Volume No. 1602-2017, Pages from 282947 to 282982, Being No.160209540 for the year 2017 and the Vendor No. 14 is also being represented through her constituted Attorney viz. (1) **SRI JAY S. KAMDAR** and (2) **SRI TUSHAR S. KAMDAR**, both sons of Late Sharad H. Kamdar, both are of 38A/26, Jyotish Roy Road, Post Office New Alipore, Police Station Behala, Kolkata 700053, District 24 Parganas (South), by virtue of a registered Development Power of Attorney dated 9th November, 2017, registered in the Office of the District Sub-Registrar Alipore, South 24 Parganas and registered in Book No. I, Volume No.1602-2017, Pages from 309241 to 309272, Being No.160210313 for the year 2017.

AND

(1) SRI, having PAN :....., Aadhaar No..... son of (2) SMT. having PAN:, Aadhaar No....., wife of Shri....., both are by creed: Hindu, Indian by National, by occupation: No.1..... & No.2, both are residing at Post Office:....., Police Station:....., Kolkata: 7000....., District: 24 Parganas (South), hereinafter jointly called and referred to as "the **PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to

mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SUN RAY DEVCON PRIVATE LIMITED, having PAN: AAPCS0973G, having its registered Office at 21/4, Aswini Dutta Road, Post Office Sarat Banerjee Road, Police Station: Lake, Kolkata 700029, being represented by its Directors, (1) **SRI JAY S. KAMDAR**, having PAN: AKWPK2270L, Aadhaar No.7074 3050 7318 and (2) **SRI TUSHAR S. KAMDAR**, having PAN: AKWPK2271M, Aadhaar No.7238 5672 5991, both sons of Late Sharad H. Kamdar, both are of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, District: 24 Parganas (South), 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 its successors-in-Office and assigns) of the **THIRD PART**.

WHEREAS by a Deed of Bandayabastha (Settlement) dated 9th June, 1950 made between Bishnu Pada Mondal and Rakhil Chandra Chakraborty, the said Bishnu Pada Mondal conveyed, transferred and assigned **ALL THAT** piece and parcel of land admeasuring 30 (Thirty) Cottahs more or less being a portion of Calcutta Municipal Corporation (formerly South Suburban Municipality) Holding No.78, Satyen Roy Branch Road (formerly Holding No.78/74), Behala at Ward No.120, more specifically described in the SCHEDULE thereto and the said Deed of Bandayabastha (Settlement) dated 9th June, 1950 registered with the Office of the Sub-Registrar Sadar at

Alipore and recorded in Book No. I, Volume No.43, Pages 175 to 177, Being No.2290 for the year 1950.

AND WHEREAS subsequent to the said Deed of Settlement and/or Bandyabastha dated 9th June, 1950, the said Bishnu Pada Mondal and the said Rakhal Chandra Chakraborty for the beneficial enjoyment of respective plots of land entered into a mutual Deed of Exchange of their respective right, title and interest in their respective plots of land held by them under C.S. Plot No.7591, Touzi No.386, Khatian No.2048, Mouza : Behala, were Balia, which Village Jagatpur, Pargana : particularly mentioned and described in the SCHEDULE- "KA" & "KHA" to the said Deed of Exchange dated 27th December, 1950 and registered at the Office of the Sub-Registrar Sadar at Alipore and recorded in Book No.1, Volume No.187, Pages 54 to 56, Being No.6208 for the year 1950.

AND WHEREAS by the said Deed of Exchange dated 27th December, 1950 property mentioned in SCHEDULE - "KA" to the said Deed measuring about 2 ½ (Two & Half) Cottahs of land belonging to the said Bishnu Pada Mondal was transferred to the said Rakhal Chandra Chakraborty situated on the North Eastern side of Dag No.7591 in exchange of the land measuring 2 (Two) Cottahs 2 (Two) Chittacks in the said Dag No.7591, Khatian No.2048, Mouza: Behala, by the said Rakhal Chandra Chakraborty in favour of the said Bishnu Pada Mondal comprised in and being part of the said Dag No.7591, Touzi No.2048, Mouza : Behala, Pargana Balia, Village : Jagatpur, in the District of 24 Parganas.

AND WHEREAS in the manner aforesaid the said Rakhal Chandra Chakraborty became the sole and absolute Owner of the said 30 (Thirty) Cottahs of land absolutely and forever.

AND WHEREAS the said Rakhal Chandra Chakraborty subsequently got his name recorded in the Record of Rights and in the Assessment Department of the South Suburban Municipality, which was subsequently merged with Calcutta Municipal Corporation as recorded Owner and subsequently the record was altered and joint names of his two sons Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty were recorded as Owners in equal shares.

AND WHEREAS from the documents itself and from the Record of Rights it appears that Rakhal Chandra Chakraborty was the absolute Owner inter-alia 30 (Thirty) Cottahs of land under C.S Plot No.7591, Touzi No.386, Khatian No.2048, Mouza: Behala, Pargana: Balia, Village: Jagatpur, under Joint Sub Registration Office at Alipore and Behala in the District of 24 Parganas and remained in peaceful khas possession thereof in terms of the aforesaid Settlement/Bandyabastha dated 9th June, 1950.

AND WHEREAS the said Rakhal Chandra Chakraborty died intestate sometime in or about 1954 leaving him surviving his two sons viz.

Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty as his only heirs and legal representatives.

AND WHEREAS the said Dwijendra Lal Chakraborty and Kartrick Chandra Chakraborty after the death of their father viz. said Rakhal Chandra Chakraborty became the absolute joint Owners of or otherwise well and sufficiently entitled to ALL THAT the said 30 (Thirty) Cottahs of bastu land korfa comprised in Mouza Behala, Pargana: Balia, under C.S. Plot No.7591, under Khatian No.2048 and held jointly by the said Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty.

AND WHEREAS in course of such possession, the said Kartick Chandra Chakraborty died on or about 5th March, 1987 leaving him surviving two sons and four daughters as his heirs and legal representatives and none else as his share holders.

AND WHEREAS the widow of the said Kartick Chandra Chakraborty died and only son and daughter of the said Kartick Chandra Chakraborty remained in absolute possession and occupation thereof and subsequently the said son and daughter of the said Kartick Chandra Chakraborty, since deceased, obtained from Alipore Court a Succession Certificate and/or proper representation to the said estate of the said deceased, which was granted to and in favour of the eldest son of the said Kartick Chandra

Chakraborty known as Shakti Chakraborty to collect all the debts of the said deceased.

AND WHEREAS now from the relevant records of the South Suburban Municipality and of the Calcutta Municipal Corporation and the relevant Settlement Record of Rights it appears that the two sons and four daughters of the said Kartick Chandra Chakraborty, since deceased viz. Dr. Shakti Chakraborty, Sanjib Chakraborty, Smt. Mridula Ghatak, Smt. Shikta Bhattacharya, Smt. Shila Bhattacharya and Smt. Soma Kushari along with their uncle Dwijendra Lal Chakraborty became the absolute joint Owners of the said Premises No.78, Satyen Roy Branch Road (formerly 78/74), Behala, Calcutta : 34, under Ward No. 120 of the Calcutta Municipal Corporation.

AND WHEREAS thereafter said Dwijendra Lal Chakraborty also died on or about 16th February, 1997 leaving behind him surviving his three sons viz. Sailesh Chakraborty, Swapan Kumar Chakraborty, Sankha Chakraborty and four daughters viz. Smt. Krishna Mukherjee, Smt. Kalpana alias Lina Pushilal, Smt. Seema Chatterjee and Smt. Bulbul Chaki, as his only legal heirs and successors, who jointly inherited the undivided share of aforesaid property left by their father as per Hindu Succession Act, 1956. Be it noted that wife of said Dwijendra Lal Chakraborty predeceased him long earlier.

AND WHEREAS in the manner stated above, the said Dr. Shakti Chakraborty, Sanjib Chakraborty, Smt. Mridula Ghatak, Smt. Shikta

Bhattacharya, Smt. Shila Bhattacharya, Smt. Soma Kushari, Sailesh Chakraborty, Swapan Kumar Chakraborty, Sankha Chakraborty, Smt. Krishna Mukherjee, Smt. Kalpana alias Lina Pushilal, Smt. Seema Chatterjee and Smt. Bulbul Chaki became the joint Owners of the aforesaid property absolutely seized and possessed the same as joint Owners thereof.

AND WHEREAS meanwhile Sailesh Chakraborty died intestate on 27th June, 2016 leaving behind him surviving Smt. Jayanti Chakraborti as widow and one daughter viz. Ria Chakraborty as his only legal heirs and successors, who jointly at present are the Owners of undivided share of Sailesh Chakraborty in respect of the aforesaid property as per Hindu Succession Act, 1956.

AND WHEREAS during peaceful enjoyment of the aforesaid property jointly along with said Smt. Mridula Ghatak, they sold, transferred and conveyed some portions of their aforesaid property and at present retained land measuring 12 (Twelve) Cottahs of land along with said Smt. Mridula Ghatak and duly mutated their names along with said Smt. Mridula Ghatak with the Office of the Kolkata Municipal Corporation, which is at present known and numbered as Municipal Premises No.78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No. 120, District : 24 Parganas (South), morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the

SAID PROPERTY/PREMISES" and absolutely seized and possessed the same jointly by mutating their names with the Office of the Kolkata Municipal Corporation and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed of said property jointly, the Vendor Nos. 1 & 13 all jointly entered into a registered Development Agreement for development of their undivided 11/12th share of the said property with the Developer herein under certain terms and conditions as set forth therein, which was duly registered on 24th October, 2017 in the Office of the District Sub-Registrar II at Alipore, South 24 Parganas and registered in Book No. I, Volume No.1602-2017, Pages from 280890 to 280991, Being No.160209467 for the year 2017.

AND WHEREAS the Vendor Nos. 1 & 13 subsequently executed one Development Power of Attorney in favour of the Directors of the Developer herein and empowered themselves to do all acts, deeds and things regarding development of said property in their names and on their behalf, which was duly registered on 24th October, 2017, registered in the Office of the District Sub Registrar II at Alipore, South 24 Parganas and registered in Book No.1, Volume No.1602-2017, Pages from 282947 to 282982, Being No.160209540 for the year 2017.

AND WHEREAS while absolutely seized and possessed of said property jointly, the Vendor No.14 also entered into a registered Development Agreement for development of their undivided 1/12th share of the said property with the Developer herein under certain terms and conditions as set forth therein, which was duly registered on 9th November, 2017 in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and registered in Book No.1, Volume No.1602-2017, Pages from 298244 to 298320, Being No.160209961 for the year 2017.

AND WHEREAS the Vendor No.14 subsequently executed one Development Power of Attorney in favour of the Directors of the Developer herein and empowered themselves to do all acts, deeds and things regarding development of said property in their names and on their behalf, which was duly registered on 9th November, 2017, registered in the Office of the District Sub Registrar II at Alipore, South 24 Parganas and registered in Book No. I, Volume No.1602-2017, Pages from 309241 to 309272, Being No.160210313 for the year 2017.

AND WHEREAS in terms of the said Development Agreements, the Developer herein got a Building Plan sanction for construction of a G+III storied Building over the said property after demolishing the then existing structure standing upon the said property bearing B.P. No.2022130012 dated 16th April, 2022 sanctioned by the Kolkata Municipal Corporation upon the said property and accordingly started constructional work of the

proposed Building upon the said property after demolition of the then existing structure standing therein.

AND WHEREAS in terms of the said Development Agreements, the said Vendors and the Developer formulated a scheme to enable person/party intending to own Flat/s and Car Parking Space/s in the said new Building together with undivided proportionate share or interest in the land of the said property along with undivided proportionate share in common areas where on the proposed Building is to be erected.

AND WHEREAS according to the said scheme, the Developer will construct or cause to be constructed G+III storied residential Building at the costs and expenses of the Developer at the said property in accordance with the said sanctioned Building Plan.

AND WHEREAS in terms of the said Development Agreements, the Developer herein erected, constructed and completed the construction of the said G+III storied residential Building at the said property hereinafter called and referred to as "the NEW BUILDING", which is morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the said Developer already delivered peaceful khas possession of Owners' allocation in the new Building to the Vendors herein in terms of the said Development Agreements.

AND WHEREAS after fulfilling all of its contractual obligations with the Vendors in terms of the said Development Agreement, the said Developer is now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT remaining Flat/s and Car Parking Space/s in the new Building at the said property free from all encumbrances and as per specific terms and conditions of the said Development Agreement, the Developer is entitled to in the Developer's allocation exclusively and is/was entitled to dispose of the same in the manner as the Developer in its absolute discretion may think fit and proper. The Developer has since constructed, completed and finished the Developer's allocation in the new Building.

AND WHEREAS the Purchasers have approached the Developer and agreed to acquire a portion of the Developer's allocation in the new Building and accordingly entered into an Agreement on for purchasing a self contained Flat bearing Flat No..... having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing Parking No..... having an area of Square Feet more or less in the Ground Floor of the new Building, which has constructed as G+III storied.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Owners, the undivided impartible proportionate share of land in the said property, morefully described in the FIRST SCHEDULE hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever together with the undivided proportionate share and the benefit of the Plans relating to the said Flat bearing Flat No..... having super built up area of Square Feet more or less on the Floor and one Car Parking Space bearing Parking No..... having an area of Square Feet more or less in the Ground Floor of the new Building belonging to the Developer's allocation, hereinafter called and referred to as "the SAID FLAT & CAR PARKING SPACE", which is morefully described in the SECOND SCHEDULE hereunder written, also with the right of user of the common portions, morefully described in the THIRD SCHEDULE hereunder written and together with all right or rights in respect of said Flat & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the SECOND SCHEDULE hereunder written, on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration of Rs...../- (Rupees.....) only paid by the Purchasers to the Developer.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Flat bearing Flat No..... having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing Parking No..... having an area of Square Feet more or less in the Ground Floor of the new Building, which has already been constructed as G+III storied, is free from all encumbrances charges, liens, lispendences, attachments, trusts whatsoever or howsoever and the Owners have also represented and assured the Purchasers that they have absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said property attributable to the said Flat.

AND WHEREAS in pursuance of the aforesaid, the Owners at the request of the Developer are completing the sale of the undivided share of land in the said property attributable to the said Flat & Car Parking Space and the Developer is also completing the sale of the said Flat & Car Parking Space and the undivided proportionate share in the common portions in the new Building and/or the said property by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said property and in consideration of the sum of Rs...../- (Rupees)

only paid by the Purchasers to the Developer being the total consideration price (the receipt whereof the Developer do hereby also by the Receipt and Memo hereunder written admits and acknowledges and of and from the payment of the same forever release, discharge and acquit the Purchasers the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions). The Developer do hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers ALL THAT the undivided impartible proportionate share in the land contained in the said property, morefully described in the FIRST SCHEDULE hereunder written, attributable to the said Flat & Car Parking Space together with the undivided proportionate share and/or the benefit of the Plan relating to the said Flat & Car Parking Space, morefully described in the SECOND SCHEDULE hereunder written AND ALSO the proportionate share of the common portions, morefully described in the THIRD SCHEDULE hereunder written, in common with the Co-Owners and/or Occupiers of the new Building AND the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers the said Flat bearing Flat No..... having super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing Parking No..... having an area ofSquare Feet more or less in the Ground Floor of the new Building, morefully described in the SECOND SCHEDULE hereunder written and the undivided proportionate share in the common portion, morefully described in the THIRD SCHEDULE hereunder written OR HOWSOEVER OTHERWISE the

undivided share of land in the said property attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, passages, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances side of the whatsoever belonging to the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions and other rights hereby conveyed AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer into or upon the said undivided share of land in the said property attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from AND TOGETHER FURTHER WITH all rights, liberties and appurtenances whatsoever TO AND UNTO the

Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those are expressly mentioned herein) AND TOGETHER FURTHER WITH AND SUBJECT TO easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said property, the land and the new Building by the Purchasers as Co-Owners as mentioned in the FIFTH SCHEDULE hereunder written AND TO HAVE AND TO HOLD the said undivided share of land attributable to the said property and the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever SUBJECT TO the covenants, the rules & regulations and obligations contained in the SIXTH SCHEDULE and the SEVENTH SCHEDULE hereunder written and/or elsewhere herein AND Purchasers paying and discharging all taxes, impositions and said property other ALSO SUBJECT TO the expenses relating to common proportionately and the said Flat & Car Parking Space and details whereof are morefully mentioned in the FOURTH SCHEDULE hereunder written.

THE VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:

1. THAT the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser, the said Flat & Car Parking Space and undivided proportionate share in the common portions TOGETHER WITH the benefits, rights and properties hereby sold and conveyed.

2. AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the said undivided share of land in the said property for the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Owners or the Developer or any person or persons claiming through under or in trust for the Owners and/or the Developer unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein.

3. AND THAT the Vendors and the Developer shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land in the said property, the said Flat & Car Parking Space and the undivided proportionate share in the common portions TOGETHER WITH the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

THAT the said Flat & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with full satisfaction.

THAT the Purchasers shall bear the cost of GST in respect of the said Flat & Car Parking Space, if the same be levied by the Government of India/ West Bengal.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY/ PREMISES)

ALL THAT piece and parcel of land measuring an area of 12 (Twelve) Cottahs be the same a little more or less together with G+III storied Building standing thereon, situate and lying at Mouza: Behala, Pargana: Balia, Touzi No. 386, under Khatian No. 2048, appertaining to C.S. Plot No. 7591, being known and numbered as Municipal Premises No. 78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station: Behala, Kolkata: 700034, within the limits of the Kolkata Municipal Corporation, under Ward No. 120, Additional District Sub-Registry Office at Behala, District: 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by: -

ON THE NORTH : House of Barun Das & Joydeb Chanda;

ON THE SOUTH : 14' wide Satyen Roy Branch Road;

ON THE EAST : Jagatpur Rukmini Vidya Mandir Boys School;

ON THE WEST : House of D.L. Chakraborti.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLAT & CAR PARKING SPACE)

ALL THAT a self contained Flat bearing Flat No..... having super built up area of ... Square Feet more or less consisting of 3 (Three) bed rooms, 1 (One) living-cum-dining, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) balcony with tiles flooring on the side of the Floor and one Car Parking Space bearing Parking No..... having an area of Square Feet more or less with cemented flooring in the Ground Floor of the new Building constructed and/or built on the piece or parcel of land as described in the FIRST SCHEDULE hereinabove, TOGETHER WITH undivided proportionate share or interest in land attributable to the said Flat & Car Parking Space and all other rights of user of the common parts/portions in the said new Building as mentioned in the THIRD SCHEDULE hereunder written and the said Flat is delineated with "RED" colour in the MAP or PLAN marked as ANNEXURE: "A" and the said Car Parking Space is delineated with "RED" colour in the MAP or PLAN marked as ANNEXURE: "B" both are annexed herewith being the part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON PART & PORTIONS)

1. AREAS: -

- A. Entrance and exits to the said property and the Building/s.

- B. Darwans room, if any.

- C. Boundary walls and main gate of the said property.

- D. Staircase, stair head room and lobbies on all the floors.

- E. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.

- F. Common installations on the roof and in the Ground Floor and also in each floor.

- G. Right to access on the roof above the top of the floor of the Building/s.

- H. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. WATER PLUMBING AND DRAINAGE: -

A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit! or exclusively for the same.

B. Water supply system of the whole Building.

C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use.

3. ELECTRICALS INSTALLATIONS: -

A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).

B. Lighting of common portions.

C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.

D. Electric installation for lift.

E. Machineries and accessories, if any (at extra cost).

4. LIFT: -

One four passenger lift with collapsible gate.

5. OTHERS: -

Such common parts, areas, equipments, installations, fittings, fixtures and Space/s in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. MAINTENANCE: -

All the costs of maintaining, operating, replacing, repairing white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting and renovating the common portions including the exterior or interior (but not inside any Flat) walls of the New Building.

2. STAFF: -

The salaries of and all other expenses of the staff to be employed for the common purposes including durwans, security personnel, sweepers, plumbers, electricians, etc.

3. ASSOCIATIONS: -

Proportionate costs of establishment and all other expenses of the Association including its formation, Office and miscellaneous expenses.

4. INSURANCE: -

Proportionate costs of insurance premium and other expenses for insuring the new Building inter-alia, against earth quake, fire, mob violence, damages, civil commotion etc.

5. COMMON UTILITIES: -

Proportionate costs of all charges and deposits for supplies of common utilities to the Co-Owners in common.

6. ELECTRICITY: -

Proportionate costs of electricity charges or the electrical energy consumed for the operation of the common portions.

7. RATES AND TAXES: -

Proportionate costs of Municipal tax and other levies in respect of the said property and the new Building SAVE those separately assessed on the Purchasers in respect of the said Flat & Car Parking Space.

8. All other expenses, taxes, rates and other levies as be necessary or incidental or liable to be paid by the Co-Owners in common including such amount as be fixed for creating as fund for replacement, renovation, painting and/or expenses relating to the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EASEMENTS)

The Co-Owners shall allow each other and the Association, upon its formation the following rights, easements, quasi-easements, privileges and/or appurtenances: -

1. The right upon common passage for user and movement in all common portions.
2. The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the new Building including the said Flat.
3. Rights of support, shelter and protection of each portion of the new Building by other and/or others thereof.
4. The absolute, unfettered and un-encumbered right over the common portions SUBJECT TO the terms and conditions herein contained.

5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Flat & Car Parking Space.

6. Right to install Television Antenna at such place on the roof of the New Building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any co-owners entitled exclusively to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COVENANTS, RULES & REGULATIONS)

1. The Purchasers shall not at any time, claim partition of the undivided impartible proportionate share and/or the common portions.

SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provisions of law of for the time being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat & Car Parking Space and the undivided share of land in the said property and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAXES & IMPOSITIONS: -

A. The Purchasers shall after the transfer being completed in terms hereof apply for and have the said Flat & Car Parking Space separately assessed for the purpose of assessment of rates and taxes.

B. Until such time as the said Flat & Car Parking Space be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

C. Upon the mutation of the said Flat & Car Parking Space in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition in respect of the said Flat.

3. THE ASSOCIATION: -

The Purchasers and also the Vendors and the Developer (if retains any Flat and unsold Car Parking Space) shall become members of the Association and shall pay proportionately, all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles,

declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OBLIGATIONS)

1. **THE PURCHAERS SHALL :**

- A. Maintain at their own costs and shall keep the said Flat & Car Parking Space in the good conditions state and order in which it was delivered to them and shall abide by all laws, bye-laws rules and regulations as per the West Bengal Apartment Ownership Act, 1972 and if amendment is being done from time to time.

- B. Use the area and facilities strictly as required for passage for ingress to and egress from the said Flat & Car Parking Space and shall not cause any obstructions or hindrances interferences of free ingress and egress of the said Building for the Vendors or persons claiming through them.

- C. Permit the Association and their Surveyors or Agents with or without workman and others at reasonable time with prior notice

in writing to enter into and upon the said Flat & Car Parking Space of any part thereof in view and examine the state and conditions thereof and shall request them to make good (within the time as mentioned in the notice from the Association to the Purchasers) all such defects and repairs.

D. Permit the Association and their Surveyors or Agents with or without workman and others as also the Officers and staff of any public supply Authority or bodies at their convenient time to enter into and upon the said Flat & Car Parking Space or any part thereof for the purpose of repairing or any part of the said Building and for the purpose of making, repairing, re-building, maintaining, clearing, lighting and keeping in order and good conditions all services drains, pipes, cables, water co-belonging to or serving or use for the said Building and also for the purpose of pulling down, maintaining, repairing and testing drainage and water pipes and electric wires and connections.

E. Execute file and register all declarations, deed and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relating to the said Flat & Car Parking Space and shall also furnish declares and compliance with all statutory obligations in respect of income tax, wealth tax, urban land tax, multi storied Building tax and other statutory obligation

from time to time and all time statements and shall comply with and observe all formalities from time to time as shall be necessary in any other law or required for any purpose including for registration of Conveyance and/or transfer Deed and shall always pay and discharge all statutory liabilities and hereby agrees to indemnify and keep indemnified Vendors against demands, claims, suits, actions, proceedings, tax and other charges, costs and expenses in respect thereof and the file in shall execute from time to time all papers and documents and to do all other things for giving effect to the present and also for protecting the interest of the Vendors and of the other Purchasers and/or holders of the other portions in the said Building.

F. The Purchasers shall full proprietary right and interest and shall be entitled to sell, mortgage, rent or lease without requiring to have or seek any consent for the purpose from the Vendors or any other Owners of other association in the said Building. Apartment Owners of other Apartment Owners association in the said Building.

2. THE PURCHASERS SHALL NOT: -

- A. Use the said Flat & Car Parking Space or any portion thereof for any purpose whatsoever other than a Flat for residential purpose. The Purchasers shall not cause danger, nuisance or annoyance to the Occupiers of the other Flats in the said Building or to the Owners or Occupiers of the adjoining or neighbouring properties nor shall use the same for any illegal or immoral purpose.
- B. Purchasers cannot do addition or alteration or constructions of permanent nature in the said Flat & Car Parking Space or any part thereof which will affect the structure and like of the said Building but shall be allowed to effect necessary addition/ Kolkata which would not violate Municipal Corporation Building Rules and exterior design of the Building. alteration
- C. Throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allow the same to be accumulated in the said Flat & Car Parking Space, passages, lobbies, staircase or in the open space.
- D. Store or keep stored or allowed to be stored in the said Flat & Car Parking Space any good or hazardous or combustible nature or otherwise materials or any other goods of articles which are likely to endanger the said Building or any articles giving an offensive smell or which are so heavy as to effect the structure of the said Building or

keep any animals or any other articles, which may create extra nuisances or annoyances to the neighbours and/or other Purchasers and/or the Vendors and/or the Purchasers or Occupiers of the other Building in the neighbourhood.

E. Hang from or attach to beams or rafts any article which is heavy or likely affect en-danger or damage the said Building and/or construction thereof.

F. Demolish the said Flat & Car Parking Space of any part thereof.

G. Use stove or chula in the stair case and other common parts, passages and other portion and/or allow the smoke to spread and to go in the common area, common parts, and common portions and in other Flats in the said Building.

3. The Purchasers' undivided ownership in the said soil or land, as described in the SECOND SCHEDULE hereunder written shall remain joint forever with the Owners of the other Flats and Spaces of the said Building and is being hereby further declared that the interest in the said soil or the said plot of land is impartible.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :

WITNESSES: -

1.

Signature of the constituted
ATTORNEY of the OWNERS/
VENDORS

2.

Signature of the PURCHASERS

Drafted by me: -

Advocate

Alipore Judges' Court, Kol: 27.

Signature of the DEVELOPER/
CONFIRMING PARTY

Computer Typed by: -

DEBASISH NASKAR

Alipore Judges' Court, Kol: 27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs...../- (Rupees only being the consideration in full towards sale of the said Flat & Car Parking Space including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property.

SL. NO.	DATE	CHEQUE/DRAFT NO.	BANK WITH BRANCH	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
TOTAL:				Rs...../-
.....				
(RUPEES.....) ONLY				

WITNESSES: -

- 1.
- 2.

For SUN RAY DEVCON PRIVATE LIMITED

J. K. ...
Director

Signature of the
DEVELOPER/CONFIRMING PARTY