

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of, Two
Thousand Twenty One (2021)

BETWEEN

1) Smt. Chhabi Dey, daughter of late Surendra Kumar Dey, by occupation Retired person, by Faith Hindu, by nationality Indian **2) Sri Nripendra Dey Alias Nripendra lal Dey**, son of late Surendra Kumar Dey, by occupation Business, by Faith Hindu, by Nationality Indian, **3) Sri Chanchal Dey Alias Chanchal Kumar Dey**, son of late Surendra Kumar Dey, by occupation Business, by Faith Hindu, by Nationality Indian, **4) Sri Chapal Dey** son of late Surendra Kumar Dey, by Occupation Business, by Faith Hindu, by Nationality Indian, **5) Smt. Rekha Dey**, wife of late Apurbalal Dey by Occupation household work, by Faith Hindu, by Nationality Indian **6) Sri Mithun Dey**, son of late Apurbalal Dey, by Occupation Business, by Faith Hindu, by Nationality Indian, **7) Sri Nilanjan Dey**, son of late Kanti Dey Alias Kanti lal Dey, by Occupation Business, by Faith Hindu, by Nationality Indian, all are residing at Village - Digha, Post Office - Bara Jaguli, Police Station - Haringhata, District - Nadia, West Bengal, Pin -741221; **8) Smt. Shyamali Das**, wife of Sri Kartick Chandra Das, (daughter of late Kanti Dey Alias Kanti lal Dey), by Occupation House wife, by Faith Hindu, by Nationality Indian, residing at Anandapur, Post Office - Bara Jaguli, Police Station - Haringhata, District - Nadia, West Bengal, Pin -741221; **9) Smt. Dolon Ghosh**, wife of Sri Raj Kumar Ghosh, (daughter of late Kanti Dey Alias Kanti lal Dey), by Occupation House wife, by Faith Hindu, by Nationality Indian, residing at Valuka Majhipara, Barasat, Post Office - Majhipara, Police Station - Amdanga, District North 24 Parganas, West Bengal, Pin -743145; hereinafter called and referred to as the **LAND OWNERS/VENDORS** (which term or expression unless excluded by or repugnant to the context or subject shall deem to mean and include their

respective heirs Executors, administrators, representatives and assigns) the parties of the **FIRST PART**.

AND

1) Mr/Mrs PAN, Aadhaar No....., son of, 2) Mr/Mrs PAN, Aadhaar No....., son of, hereinafter 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 their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

"**DRISTI ABASAN PRIVATE LIMITED**", PAN - AAFCD2173H, a company within the meaning of Indian Companies Act. 2013, having its registered office at 2 No. Niranjnally, Panchkari Kada Road (Baganbari), Post Office - R-Gopalpore, Police Station - Airport now Narayanpur, Kolkata - 700136, North 24 Parganas, west Bengal and being represented by its two **Directors** 1. **SRI PRAN BALLAV SARKAR, PAN - ALLPS6566P, AADHAAR NO. 8928 8881 7735**, son of late Radhika Mohan Sarkar, 2. **SRI RAJU SARKAR PAN - ALLPS6565Q, AADHAAR NO. 9581 6218 4933**, son of Sri Pran Ballav Sarkar, both residing at 2 No. Niranjn Pally, Panchkari Kada Road (Baganbari), Post Office - R-Gopalpore, Police Station - Airport now Narayanpur, North 24 Parganas, Kolkata - 700136, 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 successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

And Whereas One Surendra Kumar Dey was seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Premises of land about 1.72 acres (one acres seventy two satak) equivalent to 104 (one hundred four) Kottahas 43 (forty three) square feet within Mouza - Digha,

J.L No. 55, Touzi No. 13, Revenue Survey No. 70, comprised in R.S Dag No. 511, 512, 513, under R.S Khatian No. 926 within P.O. Bara Jaguli, P.S Haringhata, Nadia, morefully and particularly described in the schedule "A" written herein below.

And Whereas the said Surendra Kumar Dey died intestate on 12.11.1978 leaving behind surviving his six sons Ratindralal Dey (deceased), Sri Kanti Dey Alias Kantilal Dey (deceased), Sri Apurbalal Dey (deceased), Sri Nripendra Dey Alias Nripendralal Dey, Vendor No. 2 herein, Sri Chanchal Dey Alias Chanchal Kumar Dey, Vendor No. 3 herein, Sri Chapal Dey Vendor No. 4 herein, one daughter Smt. Chhabi Dey, Vendor No. 2 herein, and his legal wife Kadambini Dey (deceased) and according to Hindu Succession Act. 1956 the aforesaid 6 sons, one daughter and wife became the absolute joint Owners of the property left by the said Surendra Kumar Dey, legal heirs or representative and after the death of Surendra Kumar Dey and each of them having $1/8^{\text{th}}$ undivided share i.e 13 (thirteen) Kottahas 5 (five) square feet, be the same little more or less.

And Whereas, henceforth the said Kadambini Dey wife of Surendra kumar Dey (deceased) died intestate on 21.06.1984 leaving behind surviving her six sons namely Sri Ratindra lal Dey (deceased), Sri Kanti Dey Alias Kanti lal Dey (deceased), Sri Apurbalal Dey (deceased), Sri Nripendra Dey Alias Nripendra lal Dey, Chanchal Dey Alias Chanchal Kumar Dey, Sri Chapal Dey, and one daughter Smt. Chhabi Dey and according to Hindu Succession Act. 1956 the aforesaid 6 sons and one daughter became the absolute joint Owners of the property measuring an area 13 (thirteen) Kottahas 5 (five) square feet, be the same little more or less left by the said Kadambini Dey and each of them having $1/7^{\text{th}}$ undivided share i.e 1(one) Kottah 13 (thirteen) Chittacks 33 (thirty three) square feet, be the same little more or less.

And Whereas every Land Owner inherited the above mentioned property measuring an area of 14 Kottahas 13 Chittacka 38 sft, be the same little

more or less from his parents and all the land Owners jointly enjoyed and occupied their undivided property.

And Whereas henceforth the said Sri Ratindra lal Dey (unmarried), son of Surendra Kumar, died intestate on the 27.06. 2011 leaving behind surviving his legal heir or heirs, successors namely Sri Kanti Dey Alias Kanti lal Dey (deceased), Sri Apurbalal Dey (deceased), Sri Nripendra Dey Alias Nripendra lal Dey, Sri Chanchal Dey Alias Chanchal Kumar Dey, Sri Chapal Dey, Smt. Chhabhi Dey and according to Hindu Succession Act. 1956 the aforesaid 5 five brothers and one sister became the absolute joint Owners of the property measuring an area 14 Kottahas 13 Chittacka 38 sft, be the same little more or less left by the said Ratindra lal Dey and each of them having $1/6^{\text{th}}$ undivided share i.e 2(two) Kottah 7 (Seven) Chittacks 29 (twenty nine) square feet, be the same little more or less.

And Whereas, in the manner aforesaid, every land Owner got the property from his parents and his brother and entitled to the land measuring an area of 17 kottach 05 chittacks 22 sqft be the same little more or less and they have been occupying and enjoying the total undivided land measuring an area 104 (one hundred four) Kottahas 43 (forty three) square feet within Mouza - Digha, J.L No. 55, Touzi No. 13, Revenue Survey No. 70, comprised in R.S Dag No. 511, 512, 513, under R.S Khatian No. 926 within P.O. Bara Jaguli, P.S Haringhata, Nadia, morefully and particularly described in the schedule "A" written herein below.

And Whereas, thereafter Sri Apurbalal Dey died intestate on 16.10.2011 leaving behind surviving his legal hairs only wife Smt. Rekha Dey and only one son Sri Mithun Dey and according to Hindu Succession Act. 1956 the wife and son became the absolute joint Owners of the property measuring an area 17 kottach 05 chittacks 22 sqft be the same little more or less left by the said Apurbalal Dey and each of them having $1/2$ undivided share i.e 8 (eight) Kottah 10 (ten) Chittacks 33 (thirty three) square feet, be the same little more or less.

And Whereas Nripendra Dey Alias Nripendra lal Dey, Vendor No. 2 herein who was seized and possessed of and/or otherwise well and sufficiently entitled to another two plot of land about 18 decimals, equivalent to 10 (ten) Kottahas 14 (fourteen) Chitta within Mouza - Digha, J.L No. 55, Touzi No. 13, Revenue Survey No. 70, comprised in R.S Dag No. 551 & 552, corresponding to L.R Dag No. 551 & 552, under L.R Khatian No. 2672 & 2776 within P.O. Bara Jaguli, P.S Haringhata, Nadia, morefully and particularly described in the schedule "A" written herein below.

AND WHEREAS, in the manner aforesaid, Nripendra Dey Alias Nripendra lal Dey became the Owner of the total land measuring 28 (twenty eight) Kottahas, 3 (three) Chittaks comprised in R.S. Dag No. 511, 512, 513, 551 & 552 under Khatian No. 526, corresponding to L.R. Dag No. 511, 512, 513, 551 & 552 under L.R Khatian No. 2672 & 2776 within P.O. Bara Jaguli, P.S Haringhata, Nadia.

And Whereas the Land Owners have mutated their respective names with the B.L & L.R.O office and Haringhata Municipality and the owners have been paying Govt. Revenues (Dakhilas) and Municipality taxes regularly.

And Whereas the landowners have decided to develop their land by constructing a multistoried building thereon and as such have approached the developer and the said developer has agreed to construct the said proposed (G+4) multi storied building(s) with basement.

AND WHEREAS, being absolutely seized and possessed of or otherwise well and sufficiently entitled to the land jointly, the aforesaid five plots of land totaling an area of 113 (one hundred thirteen) Kottahs 15 (fifteen) Chittachks 7 (seven) Square feet, comprised in R.S. Dag No. 1197 511, 512, 513, 551 & 552 under Khatian No. 526, corresponding to L.R. Dag No. 511, 512, 513, 551 & 552 under L.R Khatian No. 1387, 1380, 1383, 1384, 1385, 2466, 2467, 2672 & 2776 within Mouza - Digha, J.L No. 55, Touzi No. 13, Revenue Survey No. 70, within Police Station Haringhata, District Nadia, the Vendors No. 1 to 6 along with the predecessors in interest of the Vendors

No. 7 to 9 Kanti Dey Alias Kantilal Dey (deceased) on or about 26.02.2015 signed executed a Development Agreement being No. 00677 registered in the office of the Additional District Sub-Registrar Haringhata, Nadia and recorded in Book No. 1, CD Volume No 2, pages from 4214 to 4245, for the year 2015, with the Developer herein for raising, constructing and erecting G+4 storied building(s) consisting of several self contained flats, garages, shops, Car Parking and units on the aforesaid land on the terms and conditions stated therein.

AND WHEREAS, after death of the said Kanti Dey Alias Kantilal Dey the aforesaid Vendors No. 7 to 9 being the heir and heiresses of the said Kanti Dey Alias Kantilal Dey have adopted the aforesaid Development Agreement dated 20.05.2011 as their own and on 16.10.2020 signed executed a fresh Development Agreement being No. 130902569, registered in the office of the Additional District Sub-Registrar Haringhata, Nadia and recorded in Book No. I, Volume No 1309-2020, pages from 61707 to 61756, for the year 2020, and the terms and conditions stipulated therein as their own.

AND WHEREAS, on 02.03.2015, 16.10.2020 the Vendors herein signed executed and registered two separate General Power of Attorney Being No. 00023, recorded in Book No. IV, CD Vol No. 1, pages from 251 to 267, and being No. 130902568, registered in the office of the Additional District Sub-Registrar Haringhata, Nadia and recorded in Book No. I, Volume No 1309-2020, pages from 61825 to 61858, for the year 2020, appointing, nominating and constituting 1) Sri Pran Ballav Sarkar, son of late Radhika Mohan Sarkar, 2 No. Niranjana Pally, Panchkari Kada Road (Baganbari), Post Office - R-Gopalpore, Police Station - Airport now Narayanpur, North 24 Parganas, Kolkata - 700136, 2) Sri Sanjoy Biswas son of late Sailendra Kumar Biswas, Kadihati (Malancha), Sir Ramesh Mitra Road, Post Ganti Via Ganganagar, Police Station - Narayanpur, Kolkata - 700132, the Directors in favour of Dristi Abasasan Pvt. Ltd. herein for negotiating in terms with the prospective Purchaser(s) of flat(s) car parking spaces, shops and units in respect of their allocated areas, entering into Agreement(s) for sale, receiving

the consideration money in full or in part, in cash or by cheque in the name Company, for signing and executing the agreement (s) for sale and Deed of Conveyance(s) and for presenting the ultimate Deed of Conveyance(s) before the registering authority for registration.

AND WHEREAS, for construction of the multistoried building(s) with basement the owners submitted the plan/plans to the Haringhata Municipality and plan was sanctioned and/or approved the (G+4) storied Commercial and residential building(s), consisting of several self contained flats, units, shops showrooms, car parking, godown and others on the said land, plan vide No. 1521(2020-2021) dated 03.02.2021.

AND WHEREAS, the Developer herein in compliance with the aforesaid building plan has constructed and completed G+4 storey building with basement, namely Block "" consisting of several self contained flats, shop showroom, car parking, godown and others unit and made the same ready for human habitation.

AND WHEREAS, the Vendors and the Developer are jointly seized and possessed of and are sufficiently entitled to the land measuring an area of 113 (one hundred thirteen) Kottahs 15 (fifteen) Chittachks 7 (seven) Square feet and the newly constructed G+4 storied buildings thereon vide Block 'I' to Block VIII, comprised in R.S. Dag No. 1197 511, 512, 513, 551 & 552 under Khatian No. 526, corresponding to L.R. Dag No. 511, 512, 513, 551 & 552 under L.R Khatian No. 1387, 1380, 1383, 1384, 1385, 2466, 2467, 2672 & 2776, within Mouza - Digha, J.L No. 55, Touzi No. 13, Revenue Survey No. 70, within Police Station Haringhata, District Nadia, morefully and particularly described in Schedule 'A' written hereinbelow free from all encumbrances, charges, liens, lispendense, trust mortgage, acquisition and/or requisition of whatever nature.

AND WHEREAS the Developer has declared to sell a few self contained flats and car parking spaces into the said multi storied building being

constructed upon the **FIRST SCHEDULE** property and the purchasers hereto having learnt the same, have agreed to purchase a self contained residential flat, being **Flat No.**, of the **..... Floor,** **Side** of the building, measuring about **..... Square Feet Super Built up area** of the building, **consisting of bed rooms, dining cum drawing,..... kitchen,.... toilet,..... W.C. & balcony** together with the undivided and impartible proportionate share of the land, along with the right to use and enjoy common areas and facilities available in the said building at a consolidated price **Rs...../- (Rupees**) **only** free from attachments, charges, lines, lispendences and all sorts of encumbrances whatsoever as the said flat is within the allotted portion of the Developer and the developer accepted the said proposal of the purchaser, considering the same being the highest market price of the locality and to that effect the parties herein executed into an agreement for sale dated _____, in respect of the above flat with some terms and conditions as stated therein.

AND WHEREAS, the Purchasers have taken meticulous inspection of the said building including the flat intended to purchase, all relevant documents and papers relating to the land, the marketability of the same, the title of the Vendors, the sanctioned site plan and the building plan and have been fully satisfied with and agreed not to raise any question and/or objection with regard to the title of Vendors/Confirming Party and the marketability of the land and the building including the flat.

AND WHEREAS the said property is absolutely free from all encumbrances, attachment, lien, impendence, debattor, pirrattor, trust, vest, no notice of requisition and acquisition have been served upon the owners and the said property have not been affected by way of Order of the Ld. Court for selling and/or alienating the same, the owners have absolute authority to deal with the said property and the owners hereby declare that they have full power and absolute authority to enter into this Deed of Conveyance.

AND WHEREAS at this stage the purchasers have paid and cleared up the entire consideration money of **Rs...../- (Rupees)** only to the Developer and called upon the owners and the developer to execute the Deed of Conveyance in their favour and accordingly the owners and the developers jointly execute this indenture, conveying the right title and interest in respect of the **SECOND SCHEDULE** flat and delivered peaceful vacant possession of the same unto and in favour of the purchasers herein, free from all encumbrances.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said agreement dated and in consideration of the said sum of **Rs...../- (Rupees)** only (i.e. value of cost of construction of the flat together with value of undivided proportionate share of land) of the lawful money of the Union of India well and truly paid by the purchasers to the Vendors/Developer (the receipt whereof the Developer in respect of the value of construction as well as the proportionate share of land and doth hereby admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge the purchasers as also the said flat together with undivided proportionate share of land comprised in the said premises hereby transferred) the Owners and Developer doth hereby grant, transfer, sell, convey, assure and assign the same to the purchasers **ALL THAT** piece and parcel of a **Self Contained Residential Flat**, being **Flat No.....**, of the **..... Floor**, **..... Side** of the building, measuring about **..... Square Feet Super Built up area** be the same a little more or less, **consisting of bed rooms, dining cum drawing, kitchen, toilet, W.C. & balcony** of the building at being Premises No., 34 N.H Road, Bara Jaguli, Haringhata, Pin - 741221, Ward No., District Nadia, together with impartible and undivided indivisible proportionate share of the land comprised in the said Premises, more particularly described in the **FIRST SCHEDULE** and hereinafter referred to as the said property upon which the said flat fully described in the **SECOND SCHEDULE** hereunder written is constructed **TO**

HAVE AND TO HOLD the said flat together with impartible and undivided proportionate share of land underneath the building absolutely and forever unto and in favour of the purchasers **TOGETHER WITH** all the rights pertaining thereto absolutely and forever and free from all encumbrances whatsoever and **ALSO TOGETHER WITH** all easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use the common facilities in the said building/complex e.g. staircase, electrical installations, entrances and lobbies pillars, beams, pump, lift, drain, sewerage, reservoir, pipes, boundary walls, grills, gates, and other connections and spaces to the Purchasers and the said unit and the properties appurtenant thereto and other common areas in common with the owners and the Co-owner and lawful occupiers of the other Flat of the of the said building and or parts thereof for the purpose of and uninterrupted access to and from the main Municipal Road and/or otherwise mentioned in the **THIRD SCHEDULE** hereunder written.

THE DEVELOPER AND THE OWNERS HAVE JOINTLY DOOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- a) The interest of the land which the owners and the developer subsists doth hereby agrees to transfer and they have good right full power and absolute authority to grant, convey transfer assign and assure the impartible and undivided proportionate indivisible share of land hereby granted conveyed transferred assigned and assured unto the purchasers in the manner as aforesaid.
- b) It shall be lawful for the Purchasers their men, members, employees from time to time and at all times hereinafter to enter into, hold, enjoy, and possess the said unit along with impartible and undivided proportionate share or interest in the said land in the said Premises and to receive rent, issues and profits thereof with absolute rights of sale, transfer, convey and assign profits thereof without any interruption, hindrance, claim, and /or demand, or disturbances, from and by the Vendors or any

- person or persons/Flat Owners Association, if any, or to be formed in future, claiming from under or in trust for them and to get their names mutated with the competent authority and to deal with the property in any manner as he like.
- c) The said flat together with impartible and undivided proportionate share or interest of land in the premises hereby transferred and conveyed are free and discharges from and against all manner of encumbrances trusts liens lispendens and attachments whatsoever save only those as are herein contained and there is no bar legally or otherwise whatsoever to convey and transfer the said Flat unto the purchaser.
- d) The Owners and the Developer shall from time to time and at all times hereafter upon every reasonable request and the costs of the purchasers make acknowledge execute and perform all such further lawful and reasonable act Deeds matters and things whatsoever for further better and more perfectly assuring the right title and interest of said flat together with undivided / indivisible proportionate share of land together with the rights hereby granted unto the purchasers in the manner aforesaid.
- e) The owners and the developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers produce or cause to be produced to the purchasers or her attorneys or agents or any trial, hearing commission examination or otherwise as occasions shall require all or any of the deeds documents and writings hereunder written and also shall at the like request and cost deliver or cause to be delivered to the purchasers such attested or other copies or extracts of and from the said deeds and writings or any of them as the purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings save un-obliterated and unconcealed. Xerox copies of all papers and documents have already been handed over to the purchasers.

AND THE PURCHASERS shall to the end and intents that the obligations and covenants hereinafter contained shall at all times hereafter run with the Ownership and occasion of the said flat together with and undivided indivisible proportionate share in land hereby conveyed and the said unit doth hereby covenants with the owner as follows:-

- a) That the purchasers and all other persons deriving title under his/her will at all time hereafter observe the terms and conditions written herein.
- b) That the purchasers shall at all times hereafter regularly and punctually make payment of all Municipal Taxes and other outgoing charges of the Building Tax, Urban Land Tax, if any, and other impositions and outgoing which may from time to time be imposed or become payable in respect of the said flat fully and cannot claim his share from the Developer and the said tax is payable from the date of possession.
- c) The purchasers shall apply for and obtain mutation of her/his name as Owner of the said unit/flat from the Haringhata Municipality and shall also obtain separate assessment of the said unit/flat and so long as the said Flat/unit is not separately assessed the purchasers shall pay the proportionate share and impositions payable in respect of the said premises.
- d) The purchasers shall contribute and pay from time to time and at all times hereby his/her proportionate share of expenses and outgoing mentioned in the **FOURTH SCHEDULE** hereunder written as such apportionment shall be made by owners or by the Association of Owners as the case may be on the basis of actual expenses and shall be conclusive final and binding on the purchaser.
- e) The purchasers shall keep the said unit/flat in good and substantial repair and without prejudice to generality of the other obligations (which form a part of this sub-clause) shall keep the common parts facilities and

amenities of the said building in good repair as may be necessary to form such support and protection to the other parts of the said building.

- f) The purchasers shall keep the said unit/flat and other partition walls, sewers drains pipes and passages and the main entrance, exclusively serving the said unit/flat in good condition.
- g) The purchasers shall not make any construction or alteration structural or otherwise in the said flat / unit or in any portion thereof or adjacent thereto which will bring or are likely to bring or to bear extra load on the floor and walls thereof, save and except to make the interior decoration of the said flat.
- h) The purchasers shall not alter any other portion or elevation of the said building or of the said flat. The purchasers shall not keep or store in the said flat any combustible or explosive article or thing or any other article or things save and except the cooking gas for cooking purpose giving a bad or offensive smell nor shall do or cause to be done or permit doing of anything in the said flat which shall be or constitute nuisance or annoyance to the co-owners or occupiers of the other units in the said building.
- i) The purchasers shall not do or allow any occupier of the said flat to demolish or remove or cause to be demolished or removed any structure, roof, ceiling, wall, fixtures and fittings in or about the said flat/unit or any part of the said building **PROVIDED THAT** nothing herein contained shall prevent the purchasers to decorate the internal of her flat as may deem fit and proper.
- j) (i) The Purchasers herein undertakes that she/he shall not obstruct the owners or their respective heirs successors or nominees or transferees to sell, convey and transfer their respective allocation or portions.

(ii)The Purchasers herein further undertake that she shall commonly use the passage for egress and ingress to and from ground floor to roof stair

case, pump-cum-meter room, open side space of the building on the ground floor commonly with other flat owner/occupiers.

- k) The purchasers shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the said flat or in the common portion of the said building save at the places indicated therefore.
- l) The purchasers shall not do or cause to be done any act of commission, which by in any manner prejudices the right of the co-owner of other flat in the said building for the peaceful and convenient enjoyment of the said flat and other units therein.
- m) The purchasers shall not keep any articles or things in the said flat or any part thereof as are likely to damage the floor thereof or operate any machine therein save those as may be required for usual common and household purpose.
- n) The purchasers and her servants and agents shall not any way obstruct or cause to be obstructed the common passages, landings and staircase of the said building nor store therein any rubbish or other materials or goods or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment or the common amenities and conveniences of the said building be any way prejudicially affected or vitiated.
- o) It is hereby made expressly clear that in no event the Purchasers shall be entitled to open out any new window or any other apparatus projecting outside the exterior of the said portion of the said building.
- p) The Purchasers shall permit the Association and its Surveyor or agents with or without workmen and others to enter into the said unit or any part thereof excepting the confidential places to view and examine the state and condition thereof and make good at the costs and expenses of the Owners of the area within reasonable time from giving of such notice of all defects, decays and state of repairs of which a notice in writing shall be given by the Association to the Purchasers /Owner ;

- q) To use the said Unit/Flat as their residential unit only and for no other purpose;
- r) To Observe and perform all Rules & Regulations or restrictions from time to time in force as may be made by the Developer/Association for the proper use and management of the said building. The Association shall be formed from amongst the members of Block - "I" to Block -"II" jointly ;
- s) The Developer/Association shall be entitled to make any or all declaration regarding the easements, quasi-easement and other restrictions as are normally provided for in the Deed of Conveyances for the Ownership and for the flats in the said building and the Purchasers/Owner hereby agrees to abide by the same.
- t) To follow the Notice Board for the Notice to be issued by the Developer/ Association from time to time which concerns the Flat Owners or land Owners of the Premises. As such individual service of Notice to the said Flat Owners for the purpose of whatsoever is waived.
- u) The Purchasers shall be entitled to transfer, assign, convey, mortgage, charge or in any way encumber, deal with or dispose of or assign or alienate in any manner whatsoever his flat/floor in the said building and the Developer/Association so formed shall not be entitled to object to the same. But the Association should be informed sufficient time before such transaction for realization of dues, if any from that portion.
- v) Not to raise objection if the Developer raises any vertical extension over and above the existing floors with approval of the Haringhata Municipality

- w) Not to object to the use of Community room, Gym room and the common Toilet by the Members of all Blocks present and future since the Association room and the Toilet are meant for the members of all the flats;
- x) Not to use the common passage for parking of car or any vehicle without permission of Developer / Association and not to use two wheeler in common passage or inside the car parking space ;
- y) The Purchasers may if needed use the top roof of the building excepting performance of any occasion or ceremony or any Puja or any religious festivals of any religion.

IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- a) That the undivided proportionate share in the land (underneath the building) relating to the **SECOND SCHEDULE** flat on the **Floor** hereby sold, shall always remain indivisible and impartible.
- b) That the open portion of the roof and terrace of the building will be used by the purchasers along with the owners of the other flats for the limited purpose of fixing his T.V. Antennas, to dry clothes etc.
- c) That upon execution of this purchase the purchasers have every right to enjoy and deal the said flat as per his sweet will, without any interference from any corners, and the purchasers had every right to let-out and or to sale, gift, lease, mortgage the said flat without taking any permission from anybody.
- d) The purchasers have every right to decorate the interior portion of the flat.
- e) That the purchasers upon execution of these presence having every right to sell, gift, lease mortgage etc. in respect of above flat and shall let out or parted with possession of the said flat to any third party without taking any permission from anybody of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE SAID PROPERTY MEAN ALL THAT the piece and parcel of revenue paying land measuring an area of 113 (one hundred thirteen) Cottahs 15 (fifteen) Chittaks 07 (seven) Square Feet be the same a little more or less, and the present newly constructed G+ 4 storied building(s) with basement e.g. **Block "I" to Block "VIII"** commonly known as "**..... CITY MALL**" standing thereon, consisting of several self contained flats, units, car parking, shops, showrooms, go-down and others units, lying and situated within Mouza - Digha, J.L No. 55, Touzi No. 13, Revenue Survey No. 70, comprised in **R.S Dag No. 511, 512, 513, 551, 552** under **R.S Khatian No. 926**, corresponding to **L.R Dag No. L.R Khatian No. 1387, 1380, 1383, 1384, 1385, 2466, 2467, 2672 & 2776**, within Post Office Bara Jaguli, Police Station Haringhata, under Haringhata Municipality, Ward No. 11, District Nadia, Pin 741222, Premises No. 34 N.H. Road. The said property is butted and bounded as follows:-

ON THE NORTH BY - L.R Dag No. 504, 505, 515, 520, 521 and house of Nripendralal Dey & Others, Kali Mandir,

ON THE SOUTH BY - L.R Dag No. 553, 554, 555.

ON THE EAST BY - L.R Dag No. 550, 604 & 553.

ON THE WEST BY - 34 N.H Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the property hereby sold)

ALL THAT piece and parcel of a **Self Contained Residential Flat**, being **Flat No.**, of the **..... Floor**, **..... Side** of the building, measuring about **..... Square Feet Super Built up area** be the same a little more or less, consisting of **..... bed rooms**, **..... kitchen cum Dining**, **..... toilet**, **..... W.C. & balcony** of the building, the building constructed upon the **FIRST SCHEDULE** property together with the undivided/indivisible and impartible proportionate share or interest of land of the said **FIRST SCHEDULE**

altogether the common right to use the path and portions of the building particularly described in the **THRID SCHEDULE** written hereunder, which is delineated with colour into a site plan attached herewith.

THE THIRD SCHEDULE REFERRED TO AS ABOVE :

(The Common Portions)

1. Entrance and exist path of main gate and Common passage on the Ground floor Roads for ingress and egress to and from the main staircase.
2. Staircase, stairs and landings on all floors.
3. Grills and windows in the staircase and landings.
4. Boundary walls and main gate, lobby.
5. electric utility space and electrical panels, wirings, switches, plugs and fittings etc. and all electrical installation in common portion
6. Submersible Pump space and electrical panels, wirings, switches, plugs and fittings etc. and all electrical installation in common portion.
7. Septic tank, Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
8. Water pumps, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.
9. Electric meter room and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.
10. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-owners.
11. The ultimate roof and the attick.

12. The Area of common portion may be varied or decreased as per the further modification and/or change of the plan for making further construction.
13. Care taker sitting place.
14. **Lift with Machine room.**
15. **Land scrape garden.**
16. Community room, gym room, Common Toilet.
17. The association should create a fund taking adhoc subscription from the flat/owners etc. for future repair, maintenance and construction in future if required (outside) etc. All the owners of the buildings should pay proportionate share as per flat area to the fund which should be separately invested by the association

THE FOURTH SCHEDULE REFERRED TO AS ABOVE :

(Common expenses to be borne proportionately by all the occupiers of the building including the owner and the Developer after completion)

- A.** The expenses of maintaining, repairing, redecorating etc. of the building, gutters and rain water pipes of the building, water, pipes, sanitary pipes, gas pipes and electric pipes, wires and installation, under or upon the building and enjoy or used by the purchasers in common with the Owner and the other occupier/purchasers and the main entrance, passage, landing and staircase of the building as enjoyed by the purchasers or used by the Purchasers in common as aforesaid and the boundary walls of the premises and its compound etc.
- B.** The costs of cleaning and lighting the passage landing staircase and other parts of the building and enjoyed or used by the purchaser/s in common as aforesaid.
- C.** The costs charges and expenses of working and maintenance as well as repair of the outside of the building and replacement of common

utilities such as water pump with meter and accessories transformer or other machines (if any).

4. Municipal and other taxes and outgoings in respect of common portion as settled by the Association time to time.
3. The costs of the decorating the exterior of the building.
4. The costs or the salaries of caretakers, clerks, bill collector, chowkidars, sweepers, malis, mistries etc. if any, to be appointed by the Association of the owner of the flat and before formation of such Association by the owner.
5. The costs of working and maintenance of light and service charges of the common areas and facilities.
6. The costs of working and maintenance of pump and equipments.
7. Municipal and other taxes and / or any levies.
8. Insurance of the building and pumps against all types of risks.
9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.
10. Common other expenses as necessary or incidental for the maintenance of the said building and/or other taxes until separately assessed.
11. Common service charges as settled by the Association from time to time should have to be collected from all the flat owners of the building within 10th of each month according to proportionate share of flat area.

IN WITNESS WHEREOF the parties herein have subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **VENDORS** at Nadia

in the presence of :

Witnesses

1.

In the pen of

Smt. Chhabi Dey, Sri Nripendra Dey
Alias Nripendra lal Dey, Sri Chanchal
Dey Alias Chanchal Kumar Dey, Sri
Chapal Dey, Smt Rekha Dey, Sri Mithun
Dey, Sri Nilanjan Dey, Smt. Shyamali
Das, Smt. Dolon Ghosh

2.

Signature of the Vendors

**SIGNED, SEALED AND
DELIVERED** by the **DEVELOPER**
at Nadia, in the presence of :

1.

Signature of the Developer

2.

1.

2.

Signature of the Purchasers

Drafted & prepared by:

(**SUNIL KUMAR CHAKRABORTI**)

Typed by

Advocate.
Enrollment No. WB/1356/77
District Bar Association,
Barasat, North 24 Parganas ,

Subrata Dhara
2 No.Niranjanpally, Kol-136.

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers by the developer the within mentioned sum of Rs...../- (Rupees) **only** as per following manner:-

<u>Date</u>	<u>Bank /Branch</u>	<u>Cheque/Draft No.</u>	<u>Amount (Rs.)</u>
			<u>Total Rs...../-</u>