

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this.....day of, 20..... (Two Thousand

By and Between

(1) SRI PRABIR RANJAN BHOWMIK(PAN:AEGPB2992G), son of Sri Abani Bhowmik , by nationality – Indian, by religion - Hindu , by occupation – Business , residing at 56, Kalitala, Bansdroni, P.S. Regent Park, Kolkata-700070, Dist. 24 Parganas (South) , **(2) SMT RITA BHOWMIK**(PAN:AEMPB2360N)wife of Sri Prabir Ranjan Bhowmik, by nationality – Indian, by religion - Hindu , by occupation – Business , residing at 56, Kalitala, Bansdroni, P.S. Regent Park, Kolkata-700070 , Dist. 24 Parganas (South) , **(3) SRI UTTAM KUMAR DUTTA**(PAN:ADUPD2713J) son of Sri Sukumar Dutta, by nationality – Indian, by religion - Hindu, by occupation – Business , residing at 18B, Manilal Banerjee Road, P.S. Watgunge, Kolkata- 700023, Dist. 24- Parganas (South) and **(4) SMT BITHIKA DUTTA**(PAN:ADOPD5612N) wife of Sri Uttam Kumar Dutta, by nationality – Indian, by religion - Hindu , by occupation – Business , residing at 18B, Manilal Banerjee Road, P.S. Watgunge, Kolkata- 700023, Dist. 24 Parganas (South), hereinafter collectively referred to as the **“OWNERS / VENDORS”** (which terms of expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives, successors, nominees and assigns) of the **FIRST PART**.

T N ASSOCIATE
Narayan
Partner

Chandra Shekhar

The owners being represented by their Constituted Attorney **T N ASSOCIATE** (PAN:AADFT8733E) a partnership firm having its office at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN: AGXPG8064F, Mob:9831333992) son of Late Haran Chandra Ghosh, by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH**(PAN: AGWPG7267K, Mob:9831233992) wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, duly appointed by a Registered Deed of Development Agreement executed on 21st day of September, 2022, Registered at DSR-IV, Alipore, South 24-Parganas and recorded in Book no. I, Volume No.1604-2022, Pages from 336052 TO 336108, being No. 1604-11029 for the year 2022 and simultaneously a Registered Development Power of Attorney executed on 21st day of September, 2022, Registered at DSR-IV, Alipore, South 24-Parganas and recorded in Book no. I, Volume No.1604-2022, Pages from 336133 to 336156, being No. 1604-11050 for the year 2022.

AND

MR (PAN :, Mob:.....) son of /daughter of / wife of Mr./Mrs..... , by faith :, by Nationality :, by occupation : . and is residing at called the **PURCHASER/S/ALLOTTEE/S** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

AND

T N ASSOCIATE (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN: AGXPG8064F, Mob:9831333992) son of Late Haran Chandra Ghosh, by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI**

GHOSH(PAN:AGWPG7267K, Mob9831233992) wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, hereinafter referred to as the DEVELOPER / PROMOTER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, regal representative and assigns/nominees) of the **THIRD PART**.

HISTORY OF THE TITLE OF THE LANDED PROPERTY

WHEREAS by a Bengali Saf Kobala Deed dated 8th day of December, 1944 made between Prafulla Kumar Basu, Arun Kumar Basu, Anil Kumar Basu and Ananta Kumar Basu as vendors therein of the One Part and Amiya Kanta Basu as Purchaser therein of the Other Part and registered in the Office of the District Registrar at Alipore 24 -Parganas (South) and recorded in Book No.1, Volume No.92 at pages 103 to 109 being No.4034 for the year 1944, the said Prafulla Kumar Basu and others for consideration mentioned therein sold, transferred and conveyed absolutely and for ever unto and to the use of said Amiya Kanta Basu all that the piece and parcel of land measuring 40 (forty) bighas 13 (thirteen) Chittacks comprised in R.S. Dag Nos.1,2 and 3, R.S. Khatian Nos.963/774, 962/774 and 974/677 respectively and other Dags of Mouja Ukhila Paikpara, Touji No.109. J.L. No.56, R.S. No.147, Pargana – Madanmolla, Police Station – Sonarpur, Dist. 24 Parganas (South) be the same little more or less described in Schedule Ka and Kha thereunder written.

AND WHEREAS by a deed of gift dated 13th day of October 1960 made between the said Amiya Kanta Basu as Donor and Jagat Basu son of Amiya Kanta Basu as Donee and registered in the office of the Sub-Registrar of Baruipur and recorded in Book-1, Volume No.107 at pages 3 to 7 , being No.8912 for the year 1960 the said Amiya Kanta Basu out of natural love and affection granted, conveyed and transferred unto and to the use of the said Jagat Basu the Donee therein absolutely and forever by way of gift all that the piece and parcel of the land measuring 3(Three) Bighas 20 (Twenty) sq.ft. be the same little more or less out of which 12(twelve) Cottahs 9(nine) Chittacks 41(forty one) sq.ft. comprised in R.S. Dag No.1,R.S. Khatian No.963/774, 2 (two) Bighas 5(five) Cottahs 9(nine) Chittaks 27(twenty seven)sq.ft. comprised in R.S. Dag No.2, R.S. Khatian No.962/774 and 1 (one) Cottah 12(twelve) Chittacks

42 (forty two) sq.ft. comprised in R.S. Dag No.3, R.S. Khatian No.974/677 of Mouja Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur, Dist. 24 Parganas (South) within the limit of Rajpur Municipalities formed out of the land in the said recited Bengali Saf Kobala and the said Jagat Basu duly accepted the said gift.

AND WHEREAS by a Deed of Indenture dated 21st day of December 1960 made between the said Jagat Basu as the Vendor therein and Engineers (Overseas) Corporation Private Limited as the Purchaser therein and registered in the office of the Sub-Registrar at Baruipur and recorded in Book No.1, Volume No.113 at pages 240 to 244 being No.10318 for the year 1960 the said Jagat Basu for consideration mentioned therein sold , transferred and conveyed absolutely and forever unto and to the use of the said Engineers (Overseas) Corporation Private Limited all that piece and parcel of the land measuring 3(three) Bighas 20 (twenty) sq.ft. be the same little more or less out of which 12(twelve) Cottahs 9(nine) Chittacks 41(forty one) sq.ft.comprised in R.S. Dag No.1,R.S. Khatian No.963/774, 2 (two) Bighas 5(five) Cottahs 9(nine) Chittaks 27(twenty seven)sq.ft. comprised in R.S. Dag No.2, R.S. Khatian No.962/774 and 1 (one) Cottah 12(twelve) Chittacks 42 (forty two) sq.ft. comprised in R.S. Dag No.3, R.S. Khatian No.974/677 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur, Dist. 24 Parganas (South) within the limit of Rajpur Municipality absolutely and forever.

AND WHEREAS after purchase of the said property the said Engeeners (Overseas) Corporation Private Limited, the Vendor herein mutated its name in the record of the State of West Bengal and also in the record of Rajpur Sonarpur Municipality and the said property was assessed as holding No.30/2, Netaji Subhas Chandra Bose Road in the record of the said Municipality.

AND WHEREAS the said Engineers (Overseas) Corporation Private Limited constructed administrative building and several sheds with corrugated tin roof on different portion of the said land, measuring 3(three) bighas 20(twenty) sq.ft. comprised in part of R.S. dag Nos.1,2 and 3 , R.S. Khatian Nos. 963/774, 962/774, 974/677 respectively of Mouja - Ukhila Paikpara , Police Station – Sonarpur, Dist. 24 Parganas (South) lying and situate at and being Holding No.30/2, Netaji Subhas Chandra Bose Road within Rajpur Sonarpur Municipality.

AND WHEREAS the said Engineers (Overseas) Corporation Private Limited borrowed from West Bengal Financial Corporation Act.1951 a sum of Rs.2,00,000.00 (Rupees two lakh only) at the rate of 8% per annum or at such increased rate by executing a Deed of Mortgage dated 9th August ,1965 which was registered in the office of the District Registrar at Alipore , 24-Parganas (South) and recorded in Book-1, Volume No.101, at pages 105 to 140 , being No.5923 for the year 1965 creating charge and mortgage of the said land and properties.

AND WHEREAS after borrowing the said sum of money from the said West Bengal Finance Corporation on the basis of the said Deed of Mortgage dated 9th August , 1965 the said Engineers (Overseas) Corporation Private Limited, the vendor herein could not pay the loan amount of the West Bengal Financial Corporation in due time and as a result thereof the said West Bengal Financial Corporation made an application under Sections 31 and 32 of the West Bengal Financial Corporation Act.1951 before the Learned District Judge of District 24-Parganas at Alipore which was registered as Misc. Judicial Case No.176 of 1970 for declaration of first charge and realisation of the loan amount.

AND WHEREAS the said West Bengal Financial Corporation got a decree of realisation of the said loan amount against the Vendor herein on declaration of charge of the said immovable property mentioned in the first schedule hereunder written and all assets plants tools and machineries of the said Engineers (Overseas) Corporation Private Limited.

AND WHEREAS the said Engineers (Overseas) Corporation Private Limited borrowed money from other creditors including Federal Bank Limited.

AND WHEREAS the said Engineers (Overseas) Corporation Private Limited filed an winding up application being C.P. No.595 of 1987 before the Hon'ble High Court at Kolkata for non-payment of the claim of the said Bank and on 25th April, 1989 the Hon'ble High Court (Company Affairs) was pleased to pass an order of winding –up against the said Engineers (Overseas) Corporation Private Limited, the Vendor herein.

AND WHEREAS an application filed on behalf of the contributories of the said Engineers (Overseas) Corporation Private Limited the Vendor herein, on 8th August, 1997 the Hon'ble High Court (Company Affairs) Kolkata was pleased to stay the order of winding up

upon making payment of Rs.50,000.00 (Rupees fifty thousand only) to the said Federal Bank Limited.

AND WHEREAS after making payment of a total sum of Rs.1,12,000.00 (Rupees one lakh twelve thousand only) to the Federal Bank Limited the creditor of the Vendor company by the order dated 12th September 1997, the Hon'ble High Court (Company Affairs) Kolkata was pleased to direct the official liquidator to hand over the possession of the said properties to the said Engineers (Overseas) Corporation Private Limited.

AND WHEREAS on the basis of the application of the said Engineers (Overseas) Corporation Private Limited the Vendor herein dated 26th August ,1997 for one time settlement with the West Bengal Financial Corporation for its claim, the said West Bengal Financial Corporation duly agreed to settle its dues for a total sum of Rs.5.75 lakhs (Rupees five lakh seventy five thousand only) by their letter dated 21st October, 1997.

AND WHEREAS by two separate pay orders bearing Pay Order Nos.177009 and 419026 both dated 9th March, 1998 issued by Bharat Overseas Bank and United Bank of India respectively for and on behalf of the said Engineers (Overseas) Corporation Private Limited, the Engineers (Overseas) Corporation Private Limited the Vendor herein in terms of the said agreement and settlement duly paid the said settled sum of Rs.5.75 lakhs (Rupees five lakh seventy five thousand only) to the West Bengal Financial Corporation and the said West Bengal Financial Corporation duly accepted the said sum by issuing two separate receipts both dated 10th March, 1998 showing acceptance / receipts of the said sum and also issued " No dues" certificate dated 30th April, 1998 in favour of the said Engineers (Overseas) Corporation Private Limited in full and final settlement.

AND WHEREAS by an Indenture of Release dated 16th March, 2001 the said West Bengal Financial Corporation released and discharged the said mortgage debt secured by the Indenture dated 9th August 1965 and also discharged , declared and released the said Engineers (Overseas) Corporation Private Limited and the said property mentioned in Part-I, Part-II and Part-III of the Schedule –A to the said Deed of Mortgage dated 9th August 1965 and also to the deed of Release dated 16th March 2001 from all moneys , secured or intended to be secured by the said Deed of Mortgage dated 9th August 1965 and from all claims and demands whatsoever

for and in respect of the said or any part thereof and redelivers unto the said Engineers (Overseas) Corporation Private Limited all the deeds and rights relating to the said mortgaged properties.

AND WHEREAS the then Vendor is thus the absolute owner and seized and possessed of all that the Mourashi Mokrari Rayati land measuring 3(three) bighas 20(twenty) sq.ft. be the same little more or less of which 12(twelve) Cottahs 9(nine) Chittacks 41(forty one) sq.ft.comprised in R.S. Dag No.1,R.S. Khatian No.963/774 2 (two) Bighas 5(five) Cottahs 9(nine) Chittacks 27(twenty seven)sq.ft. comprised in R.S. Dag No.2, R.S. Khatian No.962/774 and 1 (one) Cottah 12(twelve) Chittacks 42 (forty two) sq.ft. comprised in R.S. Dag No.3, R.S. Khatian No.974/677 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality together partly two-storied building and partly one- storied building factory shed and others structures and erections standing thereon lying and situate at and being premises Holding No. 30/2, Netaji Subhas Chandra Bose Road within Ward No.8 now Ward No.26 of the Rajpur Sonarpur Municipality more particularly described in the first schedule hereunder written free from all encumbrances, liabilities, attachments , mortgage, liens, etc.

AND WHEREAS BY AN AGREEMENT FOR SALE dated 20th January, 1998 made between the Engineers (Overseas) Corporation Private Limited as Vendor and (1) Sri Prabir Ranjan Bhowmik alias Prabir Ranjan Bhowmic, (2) Smt Rita Bhowmik alias Rita Bhowmic, (3) Sri Uttam Kumar Dutta and (4) Smt. Bithika Dutta as Purchasers, the said Vendor herein agreed to sell and the said purchasers agreed to purchase all that the land measuring 18 (eighteen) cottahs 5 (five) chittacks 30(thirty) sq.ft. be the same little more or less comprised in part of Dag No.2 under Khatian No.962/774 of of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality with partly two-storied and partly one-storied building factory shed and other structures standing thereon lying and situate at and being northern portion of Holding No. 30/2, Netaji Subhas Chandra Bose Road, more particularly described in the second schedule hereunder written and being northern portion of the first

schedule hereunder written for a valuable consideration) free from all encumbrances , charges, liens , attachments etc.

AND WHEREAS by a Deed of Indenture executed on 14th August, 2002 and registered in the office of District Sub-registrar - IV on 09.04.2002 vide Book No. – I, Vol No. 8, Pages from 724 to 757, Being No.00944 for the year 2003, made between the said Engineers (Overseas) Corporation Private Limited a company incorporated under the Indian Companies Act, 1931 (Act VII of 1913) having its registered office at 30/2, Netaji Subhas Chandra Bose Road , P.O. Narendrapur, P.S. Sonarpur, Dist. 24 Parganas (South) formerly having its registered office at 42, Raja Santosh Road, P.S. Alipore, Kolkata-700027, as the Vendor therein and (1) SRI PRABIR RANJAN BHOWMIK alias PRABIR RANJAN BHOWMIC son of Sri Abani Bhowmik and (2) SMT RITA BHOWMIK alias RITA BHOWMIC wife of Sri Prabir Ranjan Bhowmik alias Prabir Ranjan Bhowmic, both by religion – Hindu, both by occupation – business and both are residing at 56, Kalitala, Bansdroni, P.S. Regent Park, Kolkata-700070, Dist. 24 Parganas (South) as the Purchaser therein and registered in the office of the D.S.R.-IV at Alipore, 24 Parganas (South) and recorded in Book No.1, Volume No.8 at pages 724 to 757 being No.00944 for the year 2003 the said Engineers (Overseas) Corporation Private Limited for consideration mentioned therein sold , transferred and conveyed absolutely and forever unto and to the use of the said (1) SRI PRABIR RANJAN BHOWMIK alias PRABIR RANJAN BHOWMIC (PAN:AEGPB2992G) son of Sri Abani Bhowmik and (2) SMT RITA BHOWMIK alias RITA BHOWMIC (PAN:AEMPB2360N) wife of Sri Prabir Ranjan Bhowmik alias Prabir Ranjan Bhowmic, 50% (fifty percent) of all that piece and parcel of the land measuring 18 (eighteen) cottahas 5 (five) chittacks 30(thirty) sq.ft. be the same little more or less comprised in part of Dag No.2 under Khatian No.962/774 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur, Now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality with partly two storied and partly one storied building factory shed and other structures standing thereon lying situate at and being northern portion of Holding No. 30/2, Netaji Subhas Chandra Bose Road absolutely and forever.

AND WHEREAS by another Deed of Indenture executed on 14th day of August Two thousand two (2002) and registered in the office of District Sub-registrar-IV, Alipore vide Book-I, Vol.

No.8 Pages from 758 to 791 , Being No.00945 for the year 2003 between the said Engineers (Overseas) Corporation Private Limited as the Vendor therein and **(1) SRI UTTAM KUMAR DUTTA** (PAN:ADUPD2713J) son of Sri Sukumar Dutta , residing at 18B, Manilal Banerjee Road, P.S. Watgunge, Kolkata- 700023, Dist. 24 Parganas (South) and **(2) SMT BITHIKA DUTTA** (PAN:ADOPD5612N) wife of Sri Uttam Kumar Dutta residing at 18B, Manilal Banerjee Road, P.S. Watgunge, Kolkata- 700023, Dist. 24 Parganas (South) as the Purchaser therein, purchased the said property.

AND WHEREAS after purchase by two separate Deeds Being No.00944 .for the year 2003 and Being No.00945 for the year 2003, both were registered at District Sub-registrar-IV, Alipore where (1) SRI PRABIR RANJAN BHOWMIK alias PRABIR RANJAN BHOWMIC, (2) SMT RITA BHOWMIK alias RITA BHOWMIC, (3) SRI UTTAM KUMAR DUTTA and (4) SMT BITHIKA DUTTA became the absolute joint owner of ALL THAT the undivided Mourashi Mokrari Rayati Land measuring an area of 18(eighteen) Cottahs 5 (five) Chittacks 30(thirty) Sq.Ft. be the same little more or less lying and situate at and being previous Holding No.30/2, Netaji Subhas Chandra Bose Road and present Holding No.197, Netaji Subhas Raod, comprised in part of Dag No.2 under Khatian No.962/774 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality and mutated their names before the B.L. & L.R.O. , Sonarpur in respect of the said property which is morefully described in the SCHEDULE hereunder written and are enjoying and possessing the same free from all encumbrances, lieans, lispences, charges whatsoever and howsoever (hereinafter referred to as “property under JV”).

AND WHEREAS thereafter the First Party herein (1) SRI PRABIR RANJAN BHOWMIK alias PRABIR RANJAN BHOWMIC, (2) SMT RITA BHOWMIK alias RITA BHOWMIC, (3) SRI UTTAM KUMAR DUTTA and (4) SMT BITHIKA DUTTA as Joint Owners of the said property have decided to construct a Multi -storied building containing residential flats cum commercial system building under Joint Venture as plan to be sanctioned by Rajpur Sonarpur Municipality / any other competent authority on their said bastu land measuring an area of 18(eighteen) Cottahs 5(five) Chittacks 30(thirty) Sq.Ft. be the same little more or less comprised in part of Dag No.2 under Khatian No.962/774 of Mouja - Ukhila Paikpara, J.L. No.56, R.S.

No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality together with partly two storied and partly one storied building standing thereon measuring an area of 2000sq.ft. more or less lying and situate at and being present Holding No.197, Netaji Subhas Road through T N ASSOCIATE (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners (1) SRI NARAYAN CHANDRA GHOSH (PAN: AGXPG8064F) son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and (2) SMT TAPASHI GHOSH (PAN : AGWPG7267K) wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, the Promoter / Builder / Developer who have sufficient resources to do so and also an experienced Promoter / Builder / Developer being the Second Party hereof engaged in the various field of building promotion and construction and knowing the same, the Promoter / Builder / Developer thereafter as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowners and having been satisfied in all respect regarding the collective lawful right, bonafide interest , un-encumbered possession and marketable title of the landowners in respect of the said premises, the Second Party the Promoter / Builder / Developer herein have proposed the FIRST PARTY / OWNERS to appoint them as Promoter / Builder / Developer to construct a residential cum commercial building on the said property under JV and the Owners / the First Party herein have accepted the proposal herein have discussed between themselves regarding terms and conditions on which the construction of such building can be under taken and have accepted the terms and conditions as written hereunder below and authorizing the partnership firm herein “T N ASSOCIATE” being the Third Party herein to erect and or construct building/s as per sanctioned plan of Rajpur Sonarpur Municipality comprising of several flats, parking spaces and commercial space at their own costs and expenses on the aforesaid landed property more fully mentioned herein Schedule below and to dispose the developer’s allocation by way of sale or otherwise transfer to the intending purchaser or purchasers of the said flats, parking space and commercial space to be constructed thereon by “T N ASSOCIATE” herein Promoter / Builder / Developer except

owners' allocation and thereafter both parties have mutually agreed to carry on and agreed to complete the proposed project on the principal terms and conditions clearly defined below:-

AND WHEREAS The landowners being the First Party hereof as lawful owners of their said bastu land, now has become desirous of developing the said land by constructing there upon multi-storied buildings and accordingly, by entering into this present registered agreement for development as well as by executing a registered development power of attorney agreed to authorize, empower and permit the party of the Third Part herein as Promoter / Builder / Developer to proceed with the proposed development work on the said premises in accordance with the aforesaid building plan of the Rajpur Sonarpur Municipality at the costs and expenses of the Promoter / Builder / Developer hereto.

AND WHEREAS thereafter the landowners being the First Party hereof as lawful owners of their said bastu land made one deed of development agreement on dated 21st day of September, 2022, registered at the office of the District Sub-Registrar and recorded in Book No.I, Volume No .1604-2022, Pages from 336052 to 336108, bearing being No 160411029 for the year 2022, with **“T N ASSOCIATE”** (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, represented by its partners (1) SRI NARAYAN CHANDRA GHOSH (PAN : AGXPG8064F, Mob:9831333992) son of Late Haran Chandra Ghosh, by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and (2) SMT TAPASHI GHOSH (PAN :AGWPG7267K, Mob:9831233992) wife of Sri Narayan Chandra Ghosh, by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, to erect and or construct a multi-storeyed buildings comprising several flats, commercial / business space and parking spaces at its own costs and expenses on the aforesaid RayatiDhakhlioSattaBastu land measuring 18K- 05Ch- 30Sft and on physical measurement it comes to 17K 10Ch-22 Sq.Ft. be the same a little more or less (fully described at the Schedule-A below) to dispose the same by way of sale to the intending purchasers or purchasers of the said flat/s, commercial / business space/s and parking space/s to be constructed thereon by said **“T N ASSOCIATE”** therein mentioned in the development agreement as Promoter/Builder/Developer

as per agreement dated 21st day of September, 2022 as per sanction plan obtained in their names and on behalf of the said **SRI PRABIR RANJAN BHOWMIK** , **SMT RITA BHOWMIK** , **SRI UTTAM KUMAR DUTTA** and **SMT BITHIKA DUTTA** from the Rajpur Sonarpur Municipality and the said Deed Of Development Agreement has been Registered on 21st day of September, 2022 registered at the office of the District Sub-Registrar and recorded in Book No.I, Volume No . 1604-2022 , Pages from 336052 to 336108, bearing being No 160411029 for the year 2022 and the Promoter/Builder/Developer has agreed and undertaken to build at its own costs the said building and in conformity with the plan sanctioned by the Rajpur Sonarpur Municipality, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats/parking spaces/commercial /business spaces or independent units comprised therein to the intending purchaser/s on such terms as it may deem fit on ownership basis. The said **SRI PRABIR RANJAN BHOWMIK** , **SMT RITA BHOWMIK** , **SRI UTTAM KUMAR DUTTA** and **SMT BITHIKA DUTTA**, the First Party herein, simultaneously with the execution of the aforesaid Deed of Development Agreement, have also executed a Development Power of Attorney on 21st day of September, 2022, in favour of the said T.N.ASSOCIATE and the said Development Power of Attorney has been registered at DSR-IV, Alipore, South 24-Parganas and recorded in Book no. I, Volume No.1604-2022, Pages from 336133 TO 336156, being No. 1604-11050 for the year 2022

The Promoter/Builder/Developer out of its own funds and of moneys received from the intending purchasers/s agreed for constructing the building at the said premises more particularly described in Schedule 'A' hereunder written and herein after called 'The said land' and on behalf of several purchasers, parties or nominees of the Promoter/Builder/Developer intending to acquire flats and/or units / parking / commercial / business spaces in the said building constructed in accordance with the sanction of the Rajpur Sonarpur Municipality consisting of Ground plus seven (G+VII) storied building comprising therein, several flats, and/or independent units , commercial / business spaces and car parking spaces with all amenities/ facilities therein.

AND WHEREAS the Promoter/Builder/Developer, on behalf of Owners obtained the sanctioned Building plan from the Rajpur Sonarpur Municipality Vide Approved Building Permit No. SWS-OBPAS/2207/2023/2324 dated 14.12.2023 and as per the said sanction plan the

said Promoter/Builder/Developer has started construction of G+VII storied building together with car parking space thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed their desire to sell out of all the flat/flats/covered car-parking space/covered car-parking spaces / commercial spaces/ business spaces in the said premises.

AND WHEREAS the said building is named or known as **“SANCTUM HARMONY”**

AND WHEREAS the “Purchaser/s” being the Second Part hereof has/have taken inspection of all the copies of the relevant title deeds and the approved Plans in respect of the said land and the building being constructed thereon and got satisfied about the title of the said land, and about the proposed building scheme and specification of the Promoter/ Builder / Developer on the said land.

AND WHEREAS the Purchasers being so satisfied are desirous of acquiring a Flat which is marked and identified as **apartment / Flat No. “.....” at Floor** side having Carpet area Sq.Ft. (Be the same a little more or less) built up area ofsq.ft., Varandah area of..... sq.ft. and maintenance chargeable**sq. ft.** more or less with one car parking space being no. “.....” at ground floor of the building measuring an area of 135 sq.ft. a little more or less at project **“SANCTUM HARMONY”**(hereinafter referred to as“ The said Flat and Car Parking Space”) upon the terms and conditions hereinafter mentioned and offered at **Rs..... (Rupees only)** as total consideration to which Third Part agreed .

The Promoter/Builder/Developer and the landowners, herein the First Party, have entered into agreement with purchaser/s and other persons for sale of flat/unit/parking space/ commercial space / business space and the right in the said individual proportionate share in land and building on ownership basis free from all encumbrances whatsoever. The First Part of this agreement has also agreed to convey transfer the undivided and indivisible proportionate share or interest in the land to the purchaser or purchasers.

The Promoter/Builder/Developer, being the Third Part and the Owners/Vendors, being the First Part have agreed to sell and the purchasers hereof have agreed to purchase one **apartment / Flat No. “....” at Floor** side having Carpet area Sq.Ft. (Be the same a little more or less) built up area ofsq.ft., Varandah area of sq.ft. and maintenance chargeable**sq. ft.** more or less with one car parking space being no. “.....” at ground

floor of the building measuring an area of 135 sq.ft. a little more or less in the said new building known as “**SANCTUM HARMONY**” and more fully described in Schedule ‘B’ hereunder written on ownership basis as herein mentioned together with undivided proportionate share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings, more fully described in Schedule ‘D’ hereunder written free from all encumbrances whatsoever .

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the Agreement for Sale entered in to by and between the parties herein and in consideration of the sum of **Rs..... (Rupees only)** paid in full by the said Purchaser/s to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge as more fully mentioned and described in the Memo of Consideration hereunder written) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, sell, transfer, assign and assure and discharge the said Purchaser/s his/her/their heirs, executors, administrators and assigns all that the said flat , commercial / business spaces and car parking space which is more fully described in Schedule-B hereunder written.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchasers the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred , conveyed , assigned and assured at Holding No.197, Netaji Subhash Road on the bastu land measuring an area of 18(eighteen) Cottahs 5(five) Chittacks 30(thirty) Sq.Ft .and on physical measurement it comes to 17K 10Ch-22 Sq.Ft. be the same a little more or less at present Holding No.197, Netaji Subhas Road, comprised in part of Dag No.2 under Khatian No.962/774 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, as aforesaid and more fully and particularly described in the Schedule hereunder written with full and free right and liberty for the said Purchasers their tenants, servants, agents, visitors, and all persons authorized by the said Purchasers from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat, commercial / business spaces and car parking space and also

full and free right and liberty for the said Purchaser/s their heirs, successors in interest for the best use and enjoyment of the flat, commercial/business and car parking space as described in the schedule-B hereunder TOGETHER WITH all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainders and all rents issues and profits thereof and all the right , title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD the said flat, commercial / business spaces and car parking space as described in the schedule-B hereunder written together with proportionate share of land underneath the said flat and car parking space at Holding No.197,Netaji Subhash Road on the bastu land measuring an area of 18(eighteen) Cottahs 5(five) Chittacks 30(thirty) Sq.Ft. and on physical measurement it comes to 17K 10Ch-22 Sq.Ft. be the same a little more or less at present Holding No.197, Netaji Subhas Road , comprised in part of Dag No.2 under Khatian No.962/774 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, hereby granted sold, transferred , conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers in the manner aforesaid and the said flat and car parking space as described in the Schedule-B hereunder written is free from all encumbrances, charge, mortgage, liens, lispendens, acquisition or requisition whatsoever and the said flat and car parking space have not been encumbered or charged and the Owners/Vendors and the Developer/Promoter have good right, title and interest full power and absolute authority to grant convey and transfer the said flat , commercial / business spaces and the car parking space hereby granted, conveyed, transferred, sold, assured and assigned unto and to the use of the Purchasers and the Purchasers their heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat, commercial / business spaces and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the party of the third part or any person or persons lawfully or equitably claiming from under or in trust for them and that free from all encumbrances, liens, lispendens whatsoever

made or suffered by the Owners/Vendors or their predecessor in title or any person or lawfully or equitably claiming as aforesaid.

AND THAT THE PURCHASERS DO TH HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. The Purchaser,s has / have prior to the execution of this agreement made thorough search about the title of the said land as described in the Schedule-A hereunder and they will not be entitled to make further investigation and / or objection to any matter relating to the title of the said premises building and plan.

2. The Purchaser/s had seen the plan and has/have got himself/herself/ themselves satisfied regarding the construction of the said building and units therein and the measurement of the said flat and car parking space intended to be purchased by him/her/them and the mode of use and enjoyment thereof. Since the Purchaser/s had made thorough search and enquiry about the said premises and the said flat and car parking space and being fully satisfied about titles and facility / amenities the Purchaser/s shall hereof not be entitled to make further question and / or objection and / or make any claim or demand whatsoever against the party of the first part and the third part herein with regard thereof in future.

1. The Purchaser/s agreed to pay to the said party of the first part and the third part or their assigns as follows:-

a. Proportionate share with other flat owners jointly of Rajpur Sonarpur Municipality rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Holding No.197,Netaji Subhash Road, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, as laid down in Schedule-A hereunder written.

b. So long as the flat , commercial / business spaces and car parking space sold to the Purchasers shall not be separately assessed, the purchaser/s will have to pay proportionate share of Rajpur Sonarpur Municipality taxes, all such other taxes, under any law, which may be imposed on the said entire building and the said premises.

c. The apportionment of liability of the Purchaser/s in respect of any item of expenses, taxes and / or outgoings payable by the Purchaser/s shall be determined by the said

Promoter/Builder/Developer before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owner of the said building for the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchasers.

d. For the time being the Purchaser/s shall pay to the said party of the third part herein the sum to be decided by the party of the third part per month being their proportionate share of the Rajpur Sonarpur Municipality rates and taxes and maintenance and service charges of the said Holding No.197,Netaji Subhash Road, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, till the said flat, commercial / business spaces and car parking space is separately assessed by the Rajpur Sonarpur Municipality. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

THE PURCHASERS COVENANT WITH THE OTHER TWO PARTIES AS FOLLOWS:-

1. The Purchaser/s shall punctually continue to pay at all times and every time to the party of the third Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Promoter/Builder/Developer or the Association or Committee or Society as the case may be which shall be formed from time to time being the amount payable by the purchasers in respect of the maintenance and other outgoings of the said flat , commercial / business spaces and car parking space sold to them till the said flat , commercial / business spaces and car parking space is separately assessed and the proportionate share of Rajpur Sonarpur Municipality rates and taxes, maintenance and services and outgoings payable in respect of the entire Holding No.197,Netaji Subhash Road, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, which is morefully described in Schedule-C hereunder written. The Purchaser/s shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.

2. The Purchaser/s shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the schedule-B hereunder sold to them or any part thereof.

3. The amount which is payable by the Purchaser/s to the party of the Third part / society, monthly in every month in respect of the said flat , commercial / business spaces and car parking space sold to them if remain unpaid the same shall form a first charge on their said flat, commercial / business spaces and car parking space and user of common services shall be discontinued.

4. Save and except, the right of access to the flat, commercial / business spaces and car parking space and the right of ingress and egress through the said entrance to the said flat , commercial / business spaces and car parking space hereto conveyed the purchasers shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.

5. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

6. ADDITIONAL CONSTRUCTIONS :

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

7. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Flat/Building and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat / Building.

8. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT): The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Apartment Ownership Act.1972 (Association).

9. The Purchaser/s shall not make in the flat, commercial / business spaces and car parking space hereby sold to them any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Promoter/Builder/Developer or the Association or Committee or Society that may be formed later on.

10. The Purchaser/s shall not use the common vacant space for stacking any materials thereon.

11. The Purchaser/s shall observe, perform and comply with all the rules and regulations which the maintenance committee or Associates or Society (that may be formed later on), formulates for the benefit of all the owners of the Building/Premises.

12. The Purchaser/s shall become compulsorily member of the Association or Committee or Society which may be formed or which may be brought into existence and also do all acts and things necessary to make such association or Committee or Society effective for the purpose for which they are created.

AND THAT THE PARTY OF THE FIRST PART AND THE THIRD PART DOTH HEREBY AGREE AND DECLARE AS FOLLOWS:-

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title , interest or inheritance into or upon the said flat and car parking space hereby granted, transferred, sold , conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts , deeds and things for further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchasers, their heirs , executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required TO THE INTENT THAT THE

PURCHASER/S HEREIN AND HENCEFORTH is the absolute owner of the said flat, commercial / business spaces and car parking space which is hereby granted and sold absolutely by the Owner/Vendor and the Developer herein forever free from all encumbrances whatsoever and howsoever.

2. The party of the first part and the third part declare that the said Holding No.197,Netaji Subhash Road, Police Station – Sonarpur now Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality, has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the premises more fully described in Schedule-A hereunder written and the said flat, commercial / business spaces and car parking space are not affected by any order of attachment or injunction of any Court or any other competent authority or authorities whatsoever and are free from all encumbrances, charge, mortgage, liens, lispendens, acquisition or requisition whatsoever.

3. That the Purchaser/s shall have every right to mutate their names and to get the said flat , commercial / business spaces and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Rajpur Sonarpur Municipality at their own cost and for the same, the First Party and Third Party shall endorse and convey their consent or “No Objection”, if required.

4. That the party of the first part and the third part shall co-operate with the Purchaser/s to arrange and install separate electric meter in the name of the purchaser/s from where the Purchaser/s shall enjoy the electricity for his/her/their said flat, commercial / business spaces and car parking space purchased by him/her/them.

5. That the Purchaser/s shall have absolute right to use and enjoy the flat, commercial / business spaces and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and mortgage the same against consideration to any third party as per their own choice and discretion, saddled, of course with the duties and obligation contained herein.

6. That the Purchaser/s shall not be liable for payment of any arrear of taxes, dues or outgoings regarding the premises described in Schedule ‘A’ or the Building thereon or the said flat and car parking space prior to taking over the possession of the said flat and car parking space hereby conveyed.

7. The Vendors and all his/her/their heirs, executors, administrators, representatives and assigns shall at all times hereafter indemnify and keep indemnified the purchaser/s, his/her/their heirs, executors, administrators, representatives and assigns against loss, damage, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendors and the Developer indemnifies and keep indemnified the purchasers for any breach of the covenants herein contained.

THE SCHEDULE 'A' ABOVE REFERRED TO
(ENTIRE PLOT)

ALL THAT the undivided Mourashi Mokrari Rayati Land measuring an area of 18(eighteen) Cottahs 5(five) Chittacks 30(thirty) Sq.Ft. and on physical measurement it comes to 17 cottah 10 chitak 22 sqr.ft.be the same little more or less comprised in part of Dag No.2 under Khatian No.1993,1994,1999 and 2041 of Mouja - Ukhila Paikpara, J.L. No.56, R.S. No.147, Touji No.109, Pargana – Madanmalla, Police Station –Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality together with partly two storied and partly one storied building standing thereon measuring an area of 2000sq.ft. more or less lying situate at and being Holding No.197, Netaji Subhash Road particularly shown and delineated in RED colour border in the map attached herein, within the limit of the Rajpur Sonarpur Municipality and butted and bounded by :-

ON THE NORTH	:-	By land of Dakshin Kumarakhali Mouza, belonging to Pashupati Ganguly.
ON THE EAST	:-	By Netaji Subhas Chandra Bose Road
ON THE SOUTH	:-	By the remaining portion.of Property comprised in Dag No.2 of Mouja – Ukhila Paikpara .
ON THE WEST	:-	By the land of Dag Nos.2 of Mouja- Ukhila Paikpara.

THE SCHEDULE -B ABOVE REFERRED TO

(Description of the Flat / Apartment with one Covered Car parking space hereby sold)

ALL THAT one self-contained Residential Flat No. “....” at Floor (flooring-vitrified tiles) of the side having Carpet area.... Sq.Ft. (Be the same a little more or less) built up area of ... sq.ft., Varandah area of ... sq.ft. and maintenance chargeable sq. ft. more or less comprising ... (...) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) Varandah with one car parking space being no. “...” at ground floor of the building measuring an area of 135 sq.ft. a little more or less together with proportionate undivided share in the land underneath the building and right to use the common areas and facilities to be provided at the said premises at project “SANCTUM HARMONY” at Holding No.197,Netaji Subhash Road, Police Station –Narendrapur, Dist. 24 Parganas (South) within the limit of Rajpur Sonarpur Municipality. The said flat and car parking space is delineated in RED border in the plan attached herewith which forms an integral part of this Deed.

: THE SCHEDULE-C ABOVE REFERRED TO :-

(Cost to be borne proportionate to the area of the Flat and covered car parking)

1. Proportionate costs of maintaining, replacing, repairing, renovation, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipment in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light, lift, generator, pump, and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake, fire, mob, damages and civil commotion etc.

5. The Proportionate share of Rajpur Sonarpur Municipality rates and other taxes both owner and occupiers and other outgoings etc. payable in common for the said building till the said flat and open car parking is separately assessed by the Rajpur Sonarpur Municipality and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the Rajpur Sonarpur Municipality, Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

-: THE SCHEDULE-D ABOVE REFERRED TO :-

(COMMON AREAS AND FACILITIES)

1. Sweepers / maintenance staff shall however have access to common open space for maintenance of building only.
2. Septic Tank, underground and overhead water reservoirs along with the plumbing and Electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
3. Motor Pump, Transformer, Generator, Lift in common areas of the said building.
4. Land , main entrance , stair case, roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing installation, rain water pipe, drains, sewerage, main-water connection from the deep tube well to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.
5. Only general lighting of the common portions shall be provided but the purchasers shall share electric consumption charges, proportionately.

6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building, water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchasers, proportionately.
7. Generator power 500W for 2BHK and 750W for 3BHK flat, A.C community hall, Intercom System, CC.TV and Transformer for the said project.
8. Drive way, walk way and landscaped green area.

N.B. :- The developer will take maintenance responsibility on collection of maintenance charges @ Rs.2.50 per Sq.Ft. per month on maintenance chargeable area from the purchasers for first two years after completion of the building then the developer shall form a Society / Maintenance Committee and the said Society / Maintenance Committee shall take all endeavour to manage and maintain the property. The developer shall handover all documents, records, maps and all sanctions to the said Society. After formation of the Society, it will carry on the maintenance as per their own discretion and responsibilities.

IN WITNESS WHEREOF the Owners/ Vendors , the Purchaser/s and the Party of the Third Part hereto have set and subscribed their respective hands and seals on the day, month and year of first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES:-

1)

**SIGNATURE OF THE FIRST PARTY
(OWNERS)**

2)

SIGNATURE OF THE PURCHASER/S

**SIGNATURE OF THE THIRD PARTY
(Promoter/ Builder/ Developer)**

Drafted by:

ADVOCATE

Typed by:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.....**
(Rupees only) by the undersigned as follows:-

<u>Sl.</u>	<u>Cheque</u>	<u>Date</u>	<u>Bank</u>	<u>Amount(Rs.)</u>
<u>No.</u>	<u>No.</u>			
1.			

Rs.....

(Rupees only)

WITNESSES:-

1)

T N ASSOCIATE
Narayan Chandra Jaiswal
Partner

2)

Signature of
Promoter/ Builder/ Developer

Typed by :