

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE__is made on this the day of (Two thousand and Nineteen)

BETWEEN

1) M/S BITA PROPERTIES PRIVATE LIMITED, (PAN NO – AADCB7452M) a Limited Company incorporated under the Companies Act, 1956 having its registered office at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata – 700009, represented by its Directors namely **(a) SHRI AGNIDIPTO TARAFDER, (PAN NO – AHEPT0072A)** son of Arindam Tarafder, by faith Hindu, by occupation Student, residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata – 700009, **(b) SMT. CHAITALI TARAFDER, (PAN NO – ABUPT4810G)** wife of Arindam Tarafder, by faith Hindu, by occupation Business residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata – 700009, (c) SHRI ARINDAM TARAFDER, (PAN NO – ABUPT1469M)son of Late Bimal Tarafder, by religion Hindu, by occupation Business, all are residing at residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata – 700009, **(2) SMT. CHAITALI TARAFDER, (PAN NO – ABUPT4810G)** wife of Arindam Tarafder, by faith Hindu, by occupation Business residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata – 700009,**SHRI SUSANTA DAS** son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata – 700103, **(4) SHRI PROSANTA DAS (PAN NO – AWAPD5188N)**, son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata – 700103, **(5) SMT. PRATIMA MONDAL, (PAN NO – BPKPM1217B)** wife of Shri Kanailal Mondal and daughter of Late Shankar Das, residing at Kadarat Mondal Para P.S Sonarpur P.O Ramkrishnapally, Sonarpur, South 24 Parganas Kolkata – 700150, **(6) SMT KALPANA DAS (PAN NO – CFOPD8415D)** widow of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata – 700103, **(7) SHRI SADANANDA DAS**, son of Late Tulsi Charan Das alias Tulsi Das, residing at Ramchandrapur, P.O.Narendrapur, P.S. Sonarpur, District – South 24 Parganas, Kolkata – 700 103, all represented by their Power of Attorney **SHRI UTSAV AGARWAL (PAN NO – AJDPA7778B)** son of Shri Rajiv Agarwal, residing at 10, Alipore Park Road P.S Alipore, P.O Alipore Kolkata – 700027,hereinafter referred to as the **"OWNERS"**, (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**.

AND

NAVYUG AWAS PRIVATE LIMITED (PAN – AAECN0614L), a Company within the meaning of the Companies Act, 1956 having its Registered Office at 63/3B, Sarat Bose Road, "Arusaday" Building, 4th Floor P.S Bhowanipore P.O Bhowanipore Kolkata-700025 hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART**:

AND

..... (PAN), of, by faith-....., by occupation-....., by nationality- Indian, residing at, Post Office-....., Police Station-....., District –, Pin-, hereinafter referred to as the **PURCHASER/S** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**;

WHEREAS :

- A.** The landowners are the absolute and lawful owner of the property described in the **Schedule 'A'** property in the following manner One Dr. Ajit Kumar Daityari was the absolute owner in respect of a land measuring about 2 Cottahs, 7 Chittaks and 0 Sq.ft. together with portion of two storied building standing thereon comprised in Dag No. 1515, Khatian No. 74 in Mouza – Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality.
- B.** By an Indenture of Sale dated 30.01.1986, said Dr. Ajit Kumar Daityari sold, conveyed and transferred the said piece and parcel of land measuring about 2 Cottahs, 7 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 74 in Mouza – Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality in favour of Smt. Chaitali Tarafder wife of Shri Arindam Tarafder on valuable consideration, which was duly registered before the District Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.5, Pages 7 to 22, Being No. 140 for the year 1996.
- C.** One Manas Kumar Daityari was the absolute owner in respect of a piece and parcel of land measuring about 2 Cottahs, 6 Chittaks and 0 Sq.ft. together with the portion of two storied building standing thereon comprised in Dag No. 1515, Khatian No. 598 in Mouza – Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, together with all easement rights in Dag No. 1515, 1516 and 1517, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality.
- D.** By virtue of a registered Deed of Conveyance dated 30.01.1995, said Manas Kumar Daityari sold, conveyed and transferred the said piece and parcel of land measuring about 2 Cottahs, 6 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 598 in Mouza – Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, together with all easement rights in Dag No. 1515, 1516 and 1517, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality in favour of Smt. Lipika Tarafder wife of Shri Anindya Tarafder on valuable consideration and the said Deed was registered before the Sub- Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.5, Pages 23 to 36, Being No. 141 for the year 1996.
- E.** Since the aforesaid properties was purchased by said Smt. Lipika Tarafder in the capacity as Director and nominated and entrusted representative of M/s. Bitra Oils Pvt. Ltd., subsequently by an Indenture/Rectification dated 22.04.1997, the aforesaid mistake was duly rectified and the said Deed of Declaration was duly registered before

the District Sub-Registrar at Sonarpur recorded in Book No.I, Volume No. 59, Pages 292 to 296, Deed No. 3772 for the year 1997.

- F.** One Smt. Manorama Daityari, wife of Dr. Ajit Kumar Daityari was the owner in respect of land measuring about 3 Cottahs, 5 Chittaks and 0 Sq.ft. in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 together with the absolute ownership right in the common passage comprised in Dag No. 1515 containing an area of 1 Cottah, 5 Chittaks and 21 Sq.ft. and in Dag No. 1516 containing an area of 14 Chittaks and 12 Sq.ft. and in Dag No. 1517 containing an area of 40 Sq.ft. aggregating to a total area of land 5 Cottahs, 9 Chittaks and 28 Sq.ft. be a little more or less, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality.
- G.** By a registered Deed of Sale dated 20.03.1996 said Manorama Daityari sold, conveyed and transferred the said total area of 5 Cottahs, 9 Chittaks and 28 sq.ft. be little more or less situated within Dag Nos. 1515, 1516, 1517, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Anindya Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.12, Pages 257 to 270, Being No. 433 for the year 1996.
- H.** One Dr. Ajit Kumar Daityari was the absolute owner in respect of a land measuring about 4 Cottahs, 12 Chittaks and 0 Sq.ft. together with the building standing thereon comprised in Dag No. 1519, Khatian No. 74 together with all easement rights in Dag Nos. 1515,1516 and 1517 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur- Sonarpur Municipality.
- I.** By a registered Deed of Sale dated 20.03.1996 said Dr. Ajit Kumar Daityari sold, conveyed and transferred the said land measuring about 4 Cottahs, 12 Chittaks and 0 Sq.ft. together with the building standing thereon comprised in Dag No. 1519, Khatian No. 74 together with all easement rights in Dag Nos. 1515,1516 and 1517 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Arindam Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.12, Pages 271 to 280, Being No. 434 for the year 1996.
- J.** One Udayan Chowdhury, son of Late Ramen Chowdhury was the absolute Owner in respect of a piece and parcel of land measuring about 1 Cottah, 8 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur- Sonarpur Municipality.
- K.** By a registered Deed of Sale dated 12.08.2010 said Udayan Chowdhury sold, conveyed and transferred the said land measuring about 1 Cottah, 8 Chittaks and 0 Sq.ft.

comprised in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur- Sonarpur Municipality on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Agnidipto Tarafder and the said Deed was registered before the Sub-egistrar-IV at Alipore 24 Parganas and recorded in Book No. I, CD Volume No.22, Pages 1125 to 1139, Being No. 06322 for the year 2010.

- L.** By another registered Indenture of Sale dated 04.02.2011 said Udayan Chowdhury sold, conveyed and transferred another piece and parcel of land measuring about 0 Cottah, 11 Chittaks and 0 Sq.ft. comprised in Dag No. 1519, Khatian No. 74 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Agnidipto Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, CD Volume No.3, Pages 4172 to 4188, Being No. 00836 for the year 2011.
- M.** For the purpose of future benefit and better prospective the Director of M/s. Bitra Oils Private Limited, by virtue of Special Resolution passed by the Share Holders of the Company in the Annual/Extra Ordinary General Meeting held on 18.01.2011 changed and/or renamed the said Company as "M/s. BITA PROPERTIES PRIVATE LIMITED" and have already complied with all the required formalities for changing the aforesaid name before the Registrar of Companies, West Bengal.
- N.** As per the L.R. record said 2 Cottahs, 7 Chittaks and 0 Sq.ft. of land in R.S. Dag No. 1515, R.S. Khatian No. 74 in Mouza Kumrakhali, which is now within L.R. Khatian No. 508/1 in L.R. Dag No.1 594 measuring 0.04 Dec. as Bastu land has been recorded in favour of Smt. Chaitali Tarafder AND as per the L.R. record said 2 Cottahs, 6 Chittaks and 0 Sq.ft. of land in R.S. Dag No. 1515, R.S. Khatian No. 598 in Mouza Kumrakhali now within L.R. Khatian No. 1217/1, in L.R. Dag No. 1594 measuring 0.04 Dec. as Bastu land has been recorded in favour of M/s. Bitra Oils (P) Ltd., represented by Smt. Lipika Tarafder AND as per the L.R. record land measuring 04 Cottahs, 13 Chittaks and 0 Sq.ft. in R.S. Dag No. 1515, R.S. Khatian No. 598 together with ownership right in the common passage in R.S. Dag No. 1515 containing land area 1 Cottah, 5 Chittaks and 21 Sq.ft. and in R.S. Dag No. 1516 containing land area 14 Chittaks, 12 Sq.ft. and land measuring 5 Cottahs, 07 Chittaks and 0 Sq.ft. in R.S. Dag No. 1519, R.S. Khatian No. 74, aggregating to a total area of 12 Cottahs, 07 Chittaks and 33 Sq.ft. as per physical measurement now within L.R. Khatian No. 902/1 recorded in L.R. Dag No. 1594 measuring 0.11 Dec AND in L.R. Dag No. 1595 measuring 0.01 Dec. and in L.R. Dag No. 1598 measuring 0.09 Dec. aggregating to total 0.16 Dec. has been recorded in favour of M/s. Bitra Properties Private Limited and they are paying their revenue regularly.
- O.** After such purchase, said Smt. Chaitali Tarafder in personal capacity and in the capacity of Director and nominated, entrusted representative of M/s. Bitra Properties

Pvt. Ltd. formerly M/s. Bitra Oils Private Limited duly mutated her name before the Rajpur Sonarpur Municipality jointly and the entire land and properties adjacent and/or contiguous to each other as aforesaid after amalgamation and mutation now within Ward No. 25, known as Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas having an area of 17 Cottahs, 5 Chittaks and 28 sq.ft. and they are paying their municipal taxes regularly.

- P.** In the manner sated above, the Owner herein being the said Smt. Chaitali Tarafder and M/s. Bitra Oils Private Limited renamed as M/s. Bitra Properties Private Limited now seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of 0.29 Dec. of land equivalent to 17 Cottahs, 05 Chittaks and 28 Sq.ft. be the same little more or less but as per Deed along with structure as standing thereon comprised in L.R. Khatian No. 508/1, L.R. Dag No. 1594 and in L.R. Khatian No. 1217, L.R. Dag No. 1594 and in L.R. Khatian No. 902/1, L.R. Dag Nos. 1594, 1595 and 1598, all in Mouza Kumrakhali at present within the Rajpur Sonarpur Municipality, Ward No. 25 and the entire land and property now known as Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas
- Q.** The Owner/Vendors are the joint owners of **ALL THAT** the piece and parcel of land containing an area of 22 (twenty two) Cottahs 13 (thirteen) Chittaks 28 (twenty eight) sq.ft. be the same a little more or less along with structure standing thereon situate and lying at Mouza – Kumrakhali, J.L. No. 48, comprised in L.R. Khatian No. 508/1, 902/1, 1224 & 1311 and in L.R. Dag No. 1594, 1595, 1598 & 1602, at present within the Rajpur Sonarpur Municipality, Ward No. 27 and the entire land and property now known as Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas (morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PREMISES**).
- R.** The present Owner being desirous to get the aforesaid property developed entered into a Development Agreement on 14.06.2011 with M/s. Amrapali Property Consultants, a Proprietorship Firm represented by its proprietor Malay Bose having its registered office at 4, Ramani Chatterjee Road, P.S. Gariahat Kolkata – 700 029 on the terms and conditions as contained in the said Development Agreement.
- S.** Due to some unavoidable circumstances, the progress of Development work of the aforesaid property got delayed and accordingly both the Owner and the said Developer mutually agreed to cancel the said Development Agreement dated 14.06.2011.
- T.** Accordingly, by a Deed of Cancellation dated 09.07.2015 both the Owner and the said Malay Bose being the proprietor of said Amrapali Property Consultants duly cancelled the said Development Agreement dated 14.06.2011 and the present Developer was the Confirming Party in such cancellation of the said Development Agreement and paid back the refundable security deposit to the said Developer.
- U.** The predecessor in interest of Owners No. 2 to 5 namely one Shankar Das (since deceased) and Sadananda Das were absolute owners in respect of a Bastu land measuring about 10 decimals but actual physical possession land measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon situate and lying at

Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Dag No. 1585, L.R. Khatian No. 1224 & 1311, Holding Nos. 164 Kumrakhali-3, Ward No. 27 under Rajpur-Sonarapur Municipality, Police Station Sonarpur, District 24 Parganas.

- V.** Said Shankar Das & Sadananda Das as the absolute owners of the said Bastu land measuring 10 Decimals but actual physical possession land measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon duly mutated their names in the record of B.L.R.O. and also before the Rajpur Sonarpur Municipality.
- W.** While seized and possessed of the said property jointly, said Shankar Das died intestate on 07/01/2015 leaving behind him two sons, one daughter and his widow being the Owners No. 2 to 5, who jointly acquired the undivided 50% share in respect of the aforesaid property.
- X.** Said Shankar Das, during their life time jointly with Sadanand Das, have entered into a registered Memorandum of Agreement with M/s. A.S. Construction, a Partnership Firm on 9th October, 2013 on the terms and conditions as contained therein.
- Y.** After execution of the said Memorandum of Agreement, said A.S. Construction proceeded for development of the aforesaid property by landscaping and also for continuing other allied works required for construction of a new building thereon.
- Z.** During the progress of such development work, the present Developer being also the Developer of the contiguous plot of land has approached A.S. Construction herein for assigning and/or nominating their right as contained in the said Memorandum of Agreement dated 9th October, 2013 and accordingly, with the consent and concurrence of the Owners herein, A.S. Construction hereby duly assign their right as Developer as contained in the said Memorandum of Agreement dated 9th October, 2013 in favour of the present Developer subject to the terms and conditions as contained hereinafter and subject to providing an area in the proposed building in their allocation.
- AA.** That the Development Agreement dated 26.11.2016 supersedes the earlier Memorandum of Agreement dated 9th October, 2013 entered into by and between the legal heirs of Shankar Das and Sadananda Das and A.S. Construction.
- BB.** The Owner and the Developer have entered into a Development Agreement dated 09.05.2016 The said Owners No. 1a, 1b & 1c have entered into a Development agreement with the First Party on 10.07.2015 and the Owner No. 2 has entered into a Development agreement on 07.03.2018 with the First Party and the Owners No. 3 to 7 have entered into a Development agreement on 26.11.2015 with the First Party for construction of a multi storied building. The said Owner No. 1a, 1b & 1c has executed a General Power Of Attorney in favor of Sri Utsav Agarwal on 07.01.2016, which is duly registered before the D. S. R. - IV, Alipore, in Book No.-I, CD Volume No. – 1604-2016, Pages from 4628 to 4655, Being No. - 160400119 for the year 2016, and the Owner No. 2 has executed a General Power Of Attorney in favor of SRI UTSAV AGARWAL on 05.04.2018, which is duly registered before the D. S. R. - IV, Alipore, in Book No.-I, CD

Volume No. – 1604-2018, Pages from 61234 to 61258, Being No. - 160402223 for the year 2018 and the Owners No. 3 to 7 has executed a GENERAL POWER OF ATTORNEY in favor of SRI UTSAV AGARWAL on 26.11.2015, which is duly registered before the A. D. S. R., Garia, in Book No.-I, CD Volume No. – 1629-2015, Pages from 41711 to 41735, Being No. - 162903823 for the year 2015, on terms and conditions mentioned therein.

CC. The Developer have obtained sanctioned plan from the Rajpur Sonarpur Municipality vide Plan No..... dated

DD. The Developer agreed to sell one flat out of their allocation and the Purchasers herein evinced an intention to purchase one flat being Apartment No..... having Carpet Area of Square Feet, ... BHK, on Floor in Block No., along with One Covered Parking Space as permissible under the applicable law and of pro rata share in the common (morefully and particularly described in the SECOND SCHEDULE written hereunder and hereinafter referred to as the SAID FLAT), at and for a valuable consideration of Rs...../- (Rupees) **only** unto and in favour of the Purchasers herein

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in pursuance of the said property and in consideration of the sum of **Rs...../- (Rupees)** **only** paid by the Purchasers to the Owner/Vendor being the total consideration price towards sale of to **ALL Apartment No..... having Carpet Area of Square Feet, ... BHK, on Floor in Block No., along with One Covered Parking Space** as permissible under the applicable law and of pro rata share in the common and the undivided proportionate share in the land and in the common portions (the receipt where the Developer doth hereby also by the receipt and Memo hereunder written, admits and acknowledges, which duly affirmed by the Vendors also and of and from the payment of the same forever, release, discharge and acquit the Purchasers and the said undivided share of land in the said property attributable to the said Flat and the undivided proportionate share in the common portions). The Vendors do hereby grant, sell, convey, transfer, assign and assure and the Developer doth hereby confirms unto the **ALL Apartment No..... having Carpet Area of Square Feet, ... BHK, on Floor in Block No., along with One Covered Parking Space** as permissible under the applicable law and of pro rata share in the common and the undivided proportionate share in the land and in the common portions and all other rights of user of the common parts/portions in the said Building as mentioned in the **THIRD SCHEDULE** hereunder written, in common with the Co-Owners and/or Occupiers of the Building **AND** the Owner/Vendor and the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers the said Flat morefully described in the **SECOND SCHEDULE** hereunder written and the undivided proportionate share in the common portion, morefully described in the **THIRD SCHEDULE** hereunder written, **OR HOWSOEVER OTHERWISE** the undivided share of land in the said property attributable to the said Flat and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, limited right for the passage leading to the staircase and sides spaces of the Building except front open spaces, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said property attributable to the said Flat and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said property attributable to the said Flat and the undivided proportionate share in the common portions and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer unto or upon the said undivided share of land in the said property attributable to the said Flat and undivided

proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from AND TOGETHER FURTHER WITH all rights, liberties and appurtenances, whatsoever TO AND UNTO the Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those as are expressly mentioned herein) AND the Purchasers shall be under an obligation to pay the proportionate share of **Common Expenses** as are detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the **easements or quasi easements** as are detailed in the **FIFTH SCHEDULE** .

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

1. THAT the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser, the said Flat and undivided proportionate share in the common portions together with the benefits, rights and properties hereby sold and conveyed.
2. AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said property, the said Flat and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons claiming through under or in trust for the Owners and/or the Developer, unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein.
3. AND THAT the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land in the said property, the said Flat and the undivided proportionate share in the common portions together with the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

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

THAT the said Flat has been constructed, completed and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with his full satisfaction.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of entire property)

ALL THAT the piece and parcel of land containing an area of 22 (twenty two) Cottahs 13 (thirteen) Chittaks 28 (twenty eight) sq.ft. be the same a little more or less along with structure standing thereon situate and lying at Mouza – Kumrakhali, J.L. No. 48, comprised in L.R. Khatian No. 508/1, 902/1, 1224 & 1311 and in L.R. Dag No. 1594, 1595, 1598 & 1602, at present within the Rajpur Sonarpur Municipality, Ward No. 27 and the entire land and property now known as Municipal

Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas, which is butted and bounded as follows:

BY SOUTH: By Property of Sk. Jalal Ahmed;

BY NORTH: By Sonarpur Road ;

BY EAST: By R.S Dag No. 1515 & 1522;

BY WEST: By Garia Baruipur Main Road & Part of R.S Dag No. 1523;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL Apartment No..... having **Carpet Area of** **Square Feet, ... BHK,** on **Floor in Block No.**, along with **One Covered Parking Space** as permissible under the applicable law and of pro rata share in the common Together with the undivided impartible proportionate share in the land and proportionate right over the Common Areas and Portions

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Portions)

1. Land under the said building described in the First Schedule.
2. All side spaces, back space, paths, passages, drainways in the land of the said building.
3. General lightening of the common portions and space for installation of electric meter in general and separate.
4. Drains and sewers from the building in the municipal connection, drains and/or sewerage.
5. Staircase and staircase landings overhead room with lift facility.
6. Common septic tank.
7. Common water pump.
8. Common water reservoir.
9. Water and sewerage eviction from the pipes of every units, to drain and sewerage common to the said building.
10. Common electric line.
11. Top roof of the said building.
12. Excluded from Common Portions those reserved for parking of car/s marked by the said Developer mentioned herein.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Cost of maintenance of common service as facilities)

1. All costs of lighting and maintenance of common areas and also the outer walls of the building.
2. Proportionate share of Electric Charge for lift and pump operation and maintenance.
3. The salary of Darwan, caretaker who may be appointed.
4. Insurance for insure the building against riot, earth quake, fire, lightening and violence.
5. All charges and security monies to be deposited for the common facilities.
6. Municipal taxes and other out going save and except those are separately assessed on the respective spaces.
7. Cost and charges of establishment for maintenance of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easements)

1. The Purchaser shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
2. The right of access and passage in common with the Developer or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in NAVYUG MODEL and /or its phases and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of he Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of NAVYUG MODEL so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over NAVYUG MODEL and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of NAVYUG MODEL the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owners and occupiers of the other units and portion of "NAVYUG MODEL

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

SIGNED, SEALED & DELIVERED by the Parties in the presence of :-

WITNESSES

- 1.
- 2.

Signature of the *OWNERS/ VENDORS*

Signature of the *PURCHASERS*

Signature of the *DEVELOPER/ CONFIRMING PARTY*

MEMO OF CONSIDERATION

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

Date	Cheque/Cash	Bank & Branch name	Amount
		Total	Rs..... /-

(Rupees) only

WITNESSES:

- 1.

Signature of the *DEVELOPER/ CONFIRMING PARTY*

2.