

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of
_____ Two Thousand Nineteen

BY AND AMONGST

M/S. WYYND ENTERPRISE (PAN: AACFW7302B) a partnership firm having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata -700094, represented by its Partners namely **(1) SRI MIHIR NASKAR (PAN: AEQPN6905D)** son of Manick Lal Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata -700084, **(2) SMT. RUPALI NASKAR (PAN: ADIPN2726K)** wife of Sri Arun Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata-700084,**(3) SRI DIPANKAR NASKAR (PAN: AEUPN8100Q)** son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata -700084, **(4) SRI PRABIR PUTATUNDA (PAN: ANAPP4764D)** son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, by nationality Indian, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata-700084 and **(5) SRI SANJOY BISWAS (PAN:)** son of Sri Tarit Kumar Biswas, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata-700084 hereinafter jointly called and referred to as the “**PROMOTER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included each of their heirs, executors, legal representatives, successor, successors-in-interest and permitted assigns) of the **FIRST PART.**

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(1) SRI MANICK LAL NASKAR, (PAN: ARAPN7925J) son of Late Narendra Nath Naskar, by faith Hindu, by occupation – Business, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084, **(2) SMT. JAYANTI NASKAR, (PAN: ACWPN7421J)** wife of Late Nirapada Naskar, by faith Hindu, by occupation – Retired person, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084, **(3) SRI AVISHEK NASKAR, (PAN: AIXPN5023H)** son of Late Nirapada Naskar, by faith Hindu, by occupation – Service, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084 and **(4) SRI ANIRBAN NASKAR (PAN: AOQPN0629A)** son of Late Nirapada Naskar, by faith Hindu, by occupation – Student, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084 hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included their respective heirs, legal representatives, administrators, executors and assigns) represented by their constituted attorney **M/S. WYND ENTERPRISE (PAN: AACFW7302B)** a partnership firm having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata -700094 by virtue of Development Power of Attorney, registered with the Additional District Sub-Registrar, Garia, in Book No. I, CD Volume No.1629-2017, Pages 135239 to 135277 being No. 162905028 for the year 2017 represented by its Partners namely **(1) SRI MIHIR NASKAR (PAN: AEQPN6905D)** son of Manick Lal Naskar, by faith Hindu, by occupation – Business, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur ,

Dist-24 – Parganas (South) , Kolkata - 700084, **(2) SMT. RUPALI NASKAR (PAN: ADIPN2726K)** wife of Sri Arun Naskar, by faith Hindu, by occupation – Business, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarapur , Dist-24 – Parganas (South) , Kolkata-700084,**(3) SRI DIPANKAR NASKAR (PAN: AEUPN8100Q)** son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O-Garia, P.S-Sonarapur, District 24 – Parganas (South), Kolkata - 700084, **(4) SRI PRABIR PUTATUNDA (PAN: ANAPP4764D)** son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarapur, District 24 – Parganas (South), Kolkata-700084 of the **SECOND PART**.

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Mr._____ son of Mr._____,
 having PAN No. _____, by faith _____, by
 occupation _____, residing at
 _____ herein
 after referred to as the **PURCHASER** (which term or expression
 shall unless excluded by or repugnant to the context be deemed to
 mean and included his heirs, executors, successor, successors-in-
 interest and permitted assigns) of the **THIRD PART**.

WHEREAS one Rabindra Narayan Sarkar son of Late Jatindra Nath Sarkar of 15, Mani Mukherjee Road, Ballygunge, Kolkata -700 019

as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the price and land absolutely sold, conveyed and transferred against valuable consideration a piece and parcel of land measuring about 22 decimals comprised in R.S. Dag No.1205 appertaining to R.S. Khatian No.66 within Mouza- Barhans Fartabad, J.L. No.47, Pargana- Medanmalla, Touzi No.109, within P.S. Sonarpur, District South 24-Parganas by a Bengali Deed of Conveyance executed and registered on 14.11.1975 in the office of the District Sub-Registrar, Alipore, 24-Parganas (South) and recorded therein Book No.I, Volume No.229, pages from 34 to 41, being Deed No. 8997 for the year 1975, jointly to Sri Manicklal Naskar owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2 to 4 herein.

AND WHEREAS One Snehalata Dutta wife of Monoranjan Dutta as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land absolutely sold, conveyed and transferred against valuable consideration the piece and parcel of land measuring about 10 ½ decimals comprised in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No.1371 within Mouza- Barhans Fartabad, J.L. No.47, Pargana-

Medanmalla, Touzi No.109, within P.S. Sonarpur, District South 24-Parganas, by dint of a Bengali Deed of Conveyance executed and registered on 10.01.1978 in the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded there in Book No.I, Volume No.5, Pages from 92 to 96, being Deed No.37 for the year 1978, jointly to Sri Maniklal Naskar owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner nos. 2 to 4 herein.

AND WHEREAS Manick Lal Naskar son of Late Narendra Nath Naskar, Jayanti Naskar wife of Late Nirapada Naskar, Avishek Naskar, son of Late Nirapada Naskar and Anirban Naskar, son of Late Nirapada Naskar as lawful owner absolutely seized and possessed on partition deed peace and parcel of land on measuring at 6 cottah 11 chittaks 0 sq. ft. deed on registered at ADSR Garia dated on 27.02.2017 deed No. 172920459, Volume No.1629-2017, Book No. I, page 11386 to 11406.

AND WHEREAS said Nirapada Naskar while thus jointly seized and possessed the aforesaid property and other properties with his brother Sri Maniklal Naskar owner no.1 herein died intestate on 20.03.2005 leaving behind his widow Smt. Jayanti Naskar, owner no.2 herein and two sons namely Sri Avishek Naskar and Sri Anirban Naskar respectively owner No.3 and 4 herein as his legal

heirs and successors who jointly entitled to the said land and other properties of said Nirapada Naskar in equal share by virtue of inheritance.

AND WHEREAS the owners herein absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances whatsoever or howsoever nature, having a good and marketable title in respect of the said property the owners herein being desirous of promoting and developing the land measuring 6 cottahs 11 chittacks 0 sq. ft. out of 22 decimals comprised in R.S. Dag No.1205 appertaining to R.S. Khatian No.66 and land measuring 5 cottahs 5 chittacks 29 sq. ft. out of 10 ½ decimals comprised in R.S. Dag No.1107/1896 appertaining to R.S. Khatian No.1371, J.L. No.47, R.S. No.7, touzi No.109 of Mouza Barhans Fartabad, P.S. and ADSR Office at Sonarpur total land measuring 13 cottah 3 chittacks 23 sq. ft. which is morefully and particularly described in the Schedule hereunder written.

AND WHEREAS thereafter the said Owners mutated and recorded their names before the Rajpur Sonarpur Municipality, being **Holding No. 23**, Barhans Fartabad, and the said land owners are now desire for developing their undivided land measuring more or

less 13 cottah 3 chittacks 23 sq. ft. under the limit of Rajpur Sonarpur Municipality, Ward No. 27 (formerly) at present Ward No.28, and also recorded their names in the B.L. & L.R.O. office and the said land owners are paying the said Municipal taxes regularly.

AND WHEREAS the land Owners entered into an **Development Agreement on 25.08.2017 being book No.I, Volume No.1629-2017, pages from 109900 to 109936 being No.162904239 for the year 2017 at ADSR- Garia**, and the said land Owners also executed a registered power of attorney on 26th November, 2017 being Book No. I, Volume No. **1629-2017, pages from 135239 to 135277 being No.162905028 for the year 2017 at ADSR- Garia**, with the Developer to construct a multistoried building upon the "A" Schedule noted property and had also identified their respective allocation in the Building at the said Premises.

AND WHEREAS after execution of the Development Agreement and Power of Attorney the said Developer have executed a boundary declaration for the purpose of mentioning of actual measurement of the present area of land i.e. total area of land more or less 13 Cottah 3 Chittaks 23 Sq.ft. but as per present physical measurement the area of land is 12 Cottahs 10 Chittaks 44 sq.ft.

The said boundary declaration was recorded being Book No. IV, Volume No. 1629-2017, Pages from 15923 to 15942, being Deed No. 162901180 for the year 2017 at the office of A.D.S.R. Garia.

AND WHEREAS after execution of the Development Agreement and Power of Attorney the said Developer have executed a declaration on 26/11/2017 for the purpose of correcting the actual address of all the Partners namely 1. Mihir Naskar, 2. Rupali Naskar, 3. Dipankar Naskar, & 4. Prabir Putatunda of the said **M/S. WYND ENTERPRISE**. The said declaration was recorded being Book No. IV, Volume No. 1629-2017, Pages from 17262 to 17282, being No. 162901260 for the year 2017 at the office of A.D.S.R. Garia.

AND WHEREAS after execution of the Development Agreement and Power of Attorney the Promoter herein has sanctioned the building plan, bearing plan no. 204/CB/28/96, dated 31.12.2018 issued by Rajpur Sonarpur Municipality in respect of the said Land i.e. **ALL THAT The** piece and parcel of land presently physically measuring about 12 Cottahs 10 Chittaks 44 sq.ft be the same a little more or less being Holding No. 23, Barhans Fartabad within the limits of Ward No. 28 of Rajpur Sonarpur Municipality forming out of R.S. Dag Nos. 1205 and 1107/1896 recorded under R.S. Khatian Nos.

66 & 1371 respectively of Mouza Barhans Fartabad, J.L. No. 47, R.S. No. 7, Touzi No. 109 under Police Station Sonarpur now Narendrapur, South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**.

AND WHEREAS the said Property was earmarked for the purpose of building a residential project comprising multistoried apartment buildings containing self-contained Residential units and the said project be known as “INDRAPRASTHA” (Project).

AND WHEREAS the Promoter had obtained the sanctioned plan being Building Plan No. 204/CB/28/96, dated 31.12.2018, final layout plan, specifications and approvals for the Project and also for the apartment, building from the Rajpur Sonarpur.

AND WHEREAS the Rajpur Sonarpur Municipality had granted the Commencement Certificate to develop the Project vide approval dated bearing registration no.

AND WHEREAS the Promoter had registered the Project under the provision of the Act with the West Bengal Housing Industry

Regulation Authority at Calcutta Green Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata 700052 on [REDACTED] under registration no. HIRA/P/SOU/2019/000 [REDACTED]

AND WHEREAS the Promoter constructed a multistoried residential building on the said property according to the sanctioned plan being Building Plan No. 204/CB/28/96, dated 31.12.2018, final layout plan, specifications and approvals for the Project and also for the apartment, building from the Rajpur Sonarpur. The Promoter hereby confirms and declares that it has not made any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

AND WHEREAS the Promoter and the Owners are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title & interest of the Promoter and the Owners regarding the said Property on which the Project is to be constructed have been completed.

AND WHEREAS the Purchasers herein have approached to the Promoter and Owners for Purchasing of **ALL THAT** the 2/3 BHK apartment no., having carpet area of square feet

and standard built-up area of _____ square feet more or less on the side on the floor in Block/Tower (Building) along-with One Garage / Covered Parking no. admeasuring square feet more or less on the Ground floor as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act hereinafter referred to as the '**SAID APARTMENT**' more particularly described in the **SECOND SCHEDULE** and the floor plan of the said Apartment is annexed hereto bordered in colour Red and forming an integral part of this Deed with all easement rights and common facilities and amenities of the said building which has been mentioned in the **Third Schedule** written hereunder.

AND WHEREAS the Promoter and Owners have agreed to sell and the Purchasers have agreed to purchase the said Apartment in consideration of sum of Rs./- (Rupees) only on the terms and conditions hereinafter appearing.

AND WHEREAS the owing to urgent need of money the promoter and Owners gave a proposal to sell the said Apartment togetherwith

the common areas and facilities described in the **Third Schedule** hereunder and taking the liabilities of common expenses as described in the **Fourth Schedule** hereunder written and it has been inter alia agreed between the parties hereto and for that the Promoter and Owners would sell convey and transfer to the Purchasers the undivided right title and interest in the land described in the First Schedule herein below.

NOW THIS INDENTURE WITNESSETH :

That in pursuance of the agreement dated and in consideration of sum of **Rs...../- (Rupees)** only by the Purchasers to the Promoter and the Owners on or before the execution of these presents the receipt whereof the Promoter doth hereby admit and acknowledge and also by the memo of consideration written hereunder and the Promoter and the Owners do hereby release and discharge the properties sold by these presents and also the Purchasers) the Promoter and the Owners do hereby sell, transfer, grant, convey, assign and assure unto and to the use of the said Purchasers of the said Apartment free from all encumbrances and the Promoter and the Owners assures and confirms ALL THAT the **said Apartment** ALONG WITH proportionate and impartible share in the common areas and facilities of the said

building and the said premises which are more fully and particularly described in the **Third Schedule** hereunder written (all hereinafter collectively referred to as the "Said Properties") together with and all estates, rights, title, interests, claim and demand whatsoever of the Land Owners on the said properties in law and equity **TO ENTER UPON AND TO HAVE TO HOLD, OWN AND POSSESS** the same to the unto and to the use of the Purchasers, absolutely and forever subject to payment of proportionate common expenses which are more fully and particularly described in the Fourth Schedule written hereunder.

THE OWNERS AND THE PROMOTER HAS REPRESENTED AND GUARANTEED THE PURCHASERS as follows:

(a) The Promoter and the owners are the absolute owner of said Apartment including with undivided proportionate share in the common area and facilities in the building morefully and particularly mentioned in the **THIRD SCHEDULE** (hereinafter called the easement) together with undivided proportionate share of the land and the said premises (the common parts, easements, and the land share hereinafter collectively called rights and properties appurtenant thereto) free from charges and/or other encumbrances and/or alienation whatsoever.

- (b) The Owners/promoter has not entered into any Agreement and/or Arrangement and/or has done any act, or thing whereby the Promoter & Owners right title interest in respect of the said Apartment and appurtenant thereto may get alienated and/or encumbered.
- (c) There is no statutory, judicial and/or quasi judicial which may prevent the Owners/Promoter from transferring and/or conveying the Unit and rights and properties appurtenant thereto to the Purchasers free from all encumbrances.
- (d) The Land Owners/Promoter have confirmed and guaranteed that upon purchase, the Purchasers shall acquire a clear and marketable title in respect of the said unit and the rights and the properties appurtenant thereto free from all encumbrances.
- (e) Relying on the aforesaid representation and guarantee of the Owners/Promoter, the Purchasers herein, after thorough inspection, has been satisfied in all respect regarding papers and documents of title, materials used with all necessary fittings and fixtures about the Building comprising of several self-contained independent flats, and spaces which include the Purchasers flat

being said Apartment and the Purchasers have agreed to the measurement of the said Apartment of the Owners/Promoter and the Owners/Promoter hereby gives their express consent to the same and undertakes not to raise any question and/or create any dispute in connection with the measurement of the said Apartment in future and the Purchasers in terms of Agreement a sum of **Rs...../- (Rupees)** only being the entire consideration money to the Owners/Promoter towards the cost of the said Apartment together with undivided proportionate share of land and the rights and properties appurtenant thereto and the Promoter and the Owners in its turn will hand over vacant possession of the said Apartment and the rights and properties appurtenant thereto as booked by the Purchasers complete in all respect at the entire satisfaction of the Purchasers and in pursuance whereof the Promoter and the Owners hereby selling, conveying and transferring the said Apartment and the rights and properties appurtenant thereto unto and in favour of the Purchasers forever.

THE LAND OWNERS AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows :-

- (i) That the interest which the Owners/Promoter hereby profess, transfer, subsists and the Owners/Promoter have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured unto and in favour of the Purchasers absolutely and forever.

- (ii) **AND THAT** the Owners/Promoter has not at any time done or executed or knowingly suffered to any deeds, documents or writing whereby the property i.e. the unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

- (iii) **AND THAT** the Apartment, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, made or suffered by the Owners/Promoter or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Owners/Promoter.
- (iv) The Purchasers shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the Apartment together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for their own use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Owners/Promoter or any person or persons lawfully claiming or to claim through under or in trust for the Owners/Promoter and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Owners/Promoter.

- (v) That the Owners/Promoter shall inform time to time to the Purchasers and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.
- (vi) **AND THAT** the Apartment and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Owners/Promoter unto and in favour of the Purchasers.
- (vii) The Purchasers shall hereafter have the right to mutate their name of the said flat in the records of the Rajpur Sonarpur Municipality, or any other authority or authorities concerned, as absolute owner of the Unit, rights and properties appurtenant thereto and also to pay the Rajpur Sonarpur Municipality Rates and Taxes as may be assessed or imposed in respect of the unit, rights and properties

appurtenant thereto and until and unless the unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.

- (viii) The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in of the **THIRD SCHEDULE** hereunder written.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows :-

- (i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings described in the **FOURTH SCHEDULE** hereunder proportionately.

- (ii) The Purchasers shall not raise any unreasonable objection in respect of the said Apartment and put any requisition concerning the nature, scope of the said Apartment.
- (iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoings in respect of the said Apartment and the rights and properties appurtenant thereto from the date of delivery of possession of the unit and the rights and properties.
- (iv) The Purchasers shall apply for and have the unit, rights, and properties mutated in his name and separately assessed for the purpose of assessment of Rajpur Sonarpur Municipality rates and taxes.
- (v) Until such time the unit and the rights and properties in the Building be not separately assessed and/or mutated in respect of Rajpur Sonarpur Municipality rates and taxes or impositions the Purchasers shall deposit the same with the Promoter, until the Association is formed by the Promoter and takes over actual maintenance and management of the

common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Rajpur Sonarpur Municipality rates and taxes.

- (vi) Upon separation and/or mutation of the unit and the rights and properties for the purpose of liability of Rajpur Sonarpur Municipality Rates and taxes and impositions the Purchasers shall pay such Tax, impositions as may be assessed in respect of the said unit and the rights and properties directly to the Rajpur Sonarpur Municipality.
- (vii) The Purchasers shall also bear and pay all other taxes proportionately of his said flat, if any water tax etc. in respect of the Building and the unit proportionately.
- (viii) The Purchasers shall also be liable to pay the penalty, interest, costs, charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with his obligations, hereunder concerning the payments and/or

deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties by the Owners/Promoter to the Purchasers.

- (ix) The Purchasers hereby undertakes to enter as a member of flat Owners' Association to be formed by the Promoter in the Building/Apartment appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers undertake that until the Association is formed and takes the maintenance and management of the common portions, the Purchasers shall co-operate with the Promoter and thereafter with the Owners' Association and pay his proportionate share of Rajpur Sonarpur Municipality rates and taxes along with proportionate share of common expenses.
- (x) The Association and the co-owners in the building shall remain liable to indemnify and keep indemnified the Owners/Promoter for all liabilities due to non-fulfilment of their respective obligation hereunder.

- (xi) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said unit and shall keep the unit and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

- (xii) The purchasers hereby undertakes to pay the money as per memo of consideration of the present sale deed by post dated cheque to the Promoter within the stipulated period (as per mentioned of the date of the said cheques). Otherwise the present sale deed will be invalid due to non clearance of the post dated cheque as per law.

THE PURCHASERS SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THEREOF :

- (i) To interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any

part thereof by the Promoter as per sanctioned plan by Rajpur Sonarpur Municipality.

- (ii) To do anything whereby the Promoter is prejudicially affected.
- (iii) To throw any rubbish or store any article or combustible goods in the common parts.
- (iv) To carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said unit.
- (v) To cause any nuisance or annoyance to the co-Purchaser and/or occupants of the other portions of the said Building and/or unit.
- (vi) To decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- (vii) To claim any partition or sub-division of the said land or the common parts.
- (viii) To obstruct or raise any objection of the proportionate undivided share of the land.

- (ix) Not to use or allow user of the unit or any portion thereof for the purpose of Restaurant, Hotel save and except the unit for residential purpose.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

ALL THAT the piece and parcel of land containing an area of 12 Cottahs 10 Chitaks 44 Sq.ft more or less situate lying at and being the Holding No. 23, Barhans Fartabad within the limits of Ward No. 28 of Rajpur Soanrpur Municipality, Kolkata-700084 comprised in and forming out of R.S. Dag No.1205 and 1107/1896 recorded under R.S. Khatian No.66 and 1371 respectively of **Mouza-Barhans Fartabad**, J.L. No.47, R.S. No.7, Touzi No.109, Police Station Sonarpur now Narendrapur, District South 24-Parganas and butted and bounded as follows:

On the **NORTH**: By land of Dag No-1107;
On the **EAST** : By land of Bani Prasad Ghosal;
On the **SOUTH**: By land of Dag No-1206;
On the **WEST** : By 16' wide road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT)

ALL THAT the 2/3 BHK, Residential Unit No. ____ on the ____ floor having Carpet Area of ____ Square Feet and Standard Built-up area of ____ Square Feet more or less and One Covered Car Parking Space on the Ground Floor measuring about Square Feet more or less lying and situated in the Multistoried Building named “INDRAPRASTHA” constructed on the said Property together with undivided proportionate impartible share or interest in the **SAID PROPERTY** described in the **FIRST SCHEDULE** hereinabove written along with right of user of the common areas and facilities in common with other co-owners of the said building and clearly demarcated by **RED** border in the plan annexed hereto forming an integral part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTION & FACILITIES)

1. The entire Land of the said Property
2. Staircases, Lift(s), lifts shafts, Staircase & Lift Lobbies, Fire escapes, Common entrance & exit of the Building
3. Room for darwan/security guard
4. Installations of central services such as electricity, water & sanitary
5. Paths passages and open spaces in the new building other than those reserved by the Promoter for its own use for any purpose and those meant or

- earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any other Co-owner of any flat / Unit in the building.
6. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lift and pump.
 7. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift and separate electric meter/s and meter room in the ground floor of the new building.
 8. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connection to different Apartments and all apparatus connected with installations for common use.
 9. Underground water reservoir for municipal water with a pull on pumps installed thereat for the new building.
 10. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the new building and from the building to the municipal drain.
 11. C.C.T.V
 12. Boundary Walls.

THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(Common expenses and maintenance of the Building)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said Building.
2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. All charges and deposits for supplies for common utilities and taxes.

4. Costs of getting electricity connection and any other statutory expenses.
5. All litigation expenses for protecting the title of the said land and Building.
6. All expenses and outgoings as may be deemed by the association/committee to be formed by the Land Owners, Developer & all flat owners to protect the interests/rights of the Purchaser/Owners.
7. All expenses referred to above shall be borne and paid proportionately by the Purchaser, owners on and from the date of taking possession of their respective unit.

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

SIGNED SEALED AND DELIVERED by the within named **PROMOTER** at **Kolkata** in the presence of

SIGNED SEALED AND DELIVERED by the within named **OWNERS** at **Kolkata** in the presence of:

SIGNED SEALED AND DELIVERED by the within named **ALLOTTEE** at **Kolkata** in the presence of:

Drafted by :

Advocate
High Court Calcutta

10, Old Post Office Street,

Kolkata -700 001

