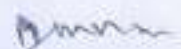


THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

(1) **SRI RABINDRA NATH AUDDY** (PAN No. **BANPA7764D** and Aadhar No.), Son of Late Nilmadhab Auddy, by Occupation- Service, by faith-Hindu, by Nationality- Indian, (2a) **SMT. SUJATA AUDDY** (PAN No. **DFEPA1797C** and Aadhar No.), Wife of Late Manindra Nath Auddy, by Occupation- Housewife, by faith- Hindu, by Nationality- Indian, (2b) **SRI ANINDO AUDDY** (PAN No. **AWIPA4178R** and Aadhar No.), Son of Late Manindra Nath Auddy, by Occupation- Service, by faith- Hindu, by Nationality- Indian, (2c) **SRI ANKAN AUDDY** (PAN No. **BQOPA6577M** and Aadhar No.), Son of Late Manindra Nath Auddy, by Occupation- Service, by faith- Hindu, by Nationality- Indian, (2d) **SMT. TULIKA AUDDY** (PAN No. **CQSPA1935Q** and Aadhar No.), Wife of Late Manindra Nath Auddy, by Occupation- Housewife, by faith- Hindu, by Nationality- Indian, (3) **SRI DEBASISH AUDDY** (PAN No. **ANUPA8553B** and Aadhar No.), Son of Dharendra Nath Auddy, by Occupation- Service, by faith- Hindu, by Nationality- Indian, (4) **SRI SUBRATA AUDDY** (PAN No. **ACRPA2021L** and Aadhar No.), Son of Late Gora Chand Auddy, by Occupation- Service, by faith-Hindu, by Nationality- Indian, residing at 23/1, Dixon Lane, P.O. Entally, P.S. Muchipara, Kolkata – 700 014, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners herein duly represented by **RAIKO ENTERPRISE**, having its registered office at 111, A.J.C. Bose Road, P.O. Entally & P.S. Muchipara, Kolkata – 700 014, represented by its Proprietor **SRI MANASH SARKAR** (having **PAN NO. ARJPS5052J**), son of Late Shyampada Sarkar, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at P.O. Entally, P.S- Muchipara, Kolkata- 700 014, The Owner No. 1, 3 and 4 herein by virtue of Development Power of Attorney on **3rd Day of May, 2018**, which was registered in the office of the Additional Registrar of Assurances-III at Kolkata, and recorded in Book – IV, Volume number 1903-2018, Page from 80068 to 80103, **Being No. 190302691 for the year 2018** and The Owners No. 2a to 2d herein by virtue of Development Power of Attorney on **3rd Day of April, 2019**, which was registered in the office of the Additional Registrar of Assurances-III



at Kolkata, and recorded in Book – IV, Volume number 1903-2019, Page from 68724 to 68759, **Being No. 190301847 for the year 2019.**

AND

RAIKO ENTERPRISE, having its registered office at 111, A.J.C. Bose Road, P.O. Entally & P.S. Muchipara, Kolkata – 700 014, represented by its Proprietor **SRI MANASH SARKAR** (having **PAN NO. ARJPS5052J**), son of Late Shyampada Sarkar, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at P.O. Entally, P.S- Muchipara, Kolkata- 700 014, hereinafter called as the "**DEVELOPER/CONFIRMING PARTY**" (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

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[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____
 aged about _____ residing at _____ (PAN No. _____)
 hereinafter called the "Allottee" (which expression shall unless repugnant to the
 context or meaning thereof be deemed to mean and include his/her heirs,
 executors, administrators, successors-in-interest and permitted assigns).

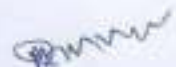
[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged
 about _____ for self and as the Karta of the Hindu Joint Mitakshara Family
 known as HUF, having its place of business / residence at _____ (PAN
 No. _____) hereinafter referred to as the "Allottee" (which expression shall unless
 repugnant to the context or meaning thereof be deemed to mean the members
 or member for the time being of the said HUF, and their respective heirs,
 executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

- A. By virtue of a Deed of Conveyance dated 9th July, 1904, which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 33, Pages from 242 to 243, Being No. 1378 for the year 1904, one Lalit Madhab Mullick sold, transferred and conveyed ALL THAT piece and parcel of land measuring 4 (Four) Cottah, 14 (Fourteen) Chittack, 21 (Twenty One) Sq. Ft. more or less, together with structure standing thereon, lying and situated at Premises No. 23/1, Dixon Lane, (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station - Muchipara, Kolkata - 700 014, under Ward No. 50, within the ambit of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation at/or for a valuable consideration mentioned therein, free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of one Smt. Atarmony Dasi absolute and forever.
- B. By virtue of a Deed of Settlement dated 27th July, 1904, which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 45, Pages from 177 to 188, Being No. 1390 for the year 1904, between



- (1) Smt. Atarmony Dasi, (2) Smt. Queen Kumari Dasi, (3) Sri Nilmadhab Auddy, (4) Sri Lalit Madhab Mullick, said Atarmony Dasi and said Sri Nilmadhab Auddy, by virtue of Deed of Settlement, said Smt. Atarmony Dasi created a Trust of the said Property appointing herself, Sri Lalit Madhab Mullick and said Sri Nilmadhab Auddy as Trustees of the said Trust.
- C. As per the said Deed of Settlement dated 27th July, 1904, after the demise of the said Smt. Atarmony Dasi and her daughter, Smt. Queen Kumari Dasi respectively, the said Sri Nilmadhab Auddy being the grandson of Smt. Atarmony Dasi and son of Smt. Queen Kumari Dasi, together with his heirs, executors, administrators, representative and assigns shall enjoy the said property for their absolute use and benefit in entirety, It has been further expressed, declared, provided and recited in the said Deed of Settlement dated 27th July, 1904, that subject to the right of the absolute use and benefit of the said property after demise of the said Smt. Atarmony Dasi and her daughter Smt. Queen Kumari Dasi, respectively, the said interest in respect of the property would be vested upon the said Nilmadhab Auddy or his successors-in-title.
- D. The said Smt. Atarmony Dasi, being one of the trustees to the said Trust created said Deed of Settlement dated 27th July, 1904, died on 29th August, 1917 and therefore said Sri Lalit Madhab Mullick and Sri Nilmadhab Auddy became the surviving trustees to the said Trust.
- E. The said Sri Lalit Madhab Mullick desired to retire and to be discharged as a Trustee from the said Trust and to that effect signed and executed an Indenture of Appointed of New Trustee dated 10th February, 1923 which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. V, Volume No. 36, Pages from 225 to 231, Being No. 11566 for the year 1923, and by virtue of the said Indenture dated 17th April, 1923, appointed Smt. Queen Kumari Dasi as the new trustee to the Trust Created by the said Deed of Settlement dated 27th July, 1904.
- F. The said Smt. Queen Kumari Dasi, being one of the trustee of the said trust created by the said Deed of Settlement dated 27th July, 1904, died on 11th May, 1926 and therefore, said Sri Nilmadhab Auddy became the only surviving trustee to the said Trust and as per the provision and direction of the said Deed of Settlement dated

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27th July, 1904, all the interest of the said property was vested upon the said Nilmadhab Auddy, free from all encumbrances.

- G. While seized and possessed otherwise well and sufficiently entitled the aforesaid piece and parcel of land, the said Nilmadhab Auddy, a Hindu Governed by the Dayabhaga School of Hindu Law died intestate on 18th January, 1949, leaving behind him surviving his wife, Smt. Amodini Dassi alias Amodini Auddy, his 4 (four) sons namely 1. Sri Gora Chand Auddy, 2. Sri Dhirendra Nath Auddy, 3. Sri Rabindra Nath Auddy, and 4. Sri Manindra Nath Auddy and his only daughter Smt. Brikabhanu Chandra, as her only legal heirs and heiresses, who jointly and equal share inherited the right, title and interest of the Late Nilmadhab Auddy in the said property, free from all encumbrances.
- H. While seized and possessed otherwise well and sufficiently entitled to her undivided share of the aforesaid piece and parcel of land, said Amodini Dassi alias Amodini Auddy, a Hindu Governed by the Dayabhaga School of Hindu Law died intestate on 24th July, 1966, leaving behind her surviving 4 (four) sons namely 1. Sri Gora Chand Auddy, 2. Sri Dhirendra Nath Auddy, 3. Sri Rabindra Nath Auddy and 4. Sri Manindra Nath Auddy and his only daughter Smt. Brikabhanu Chandra as her only heirs/successors and heiresses/successors, who jointly seized, possessed and inherited the said property by equal shares of the right, title and interest of the Late Amodini Dassi alias Amodini Auddy in the said property free from all encumbrances.
- I. By virtue of the Deed of Gift dated 25th April, 1998 which was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, Volume No. 103, Pages from 357 to 378, Being No. 4381 for the year 2000, said Smt. Brikabhanu Chandra gifted, granted, assigned and transferred her 1/5th share in the said property in favour of her brothers, namely (1) Sri Gora Chand Auddy, (2) Sri Dhirendra Nath Auddy, (3) Sri Rabindra Nath Auddy, and (4) Sri Manindra Nath Auddy, free from all encumbrances and thus after the execution of the said Deed of Gift, the said Gora Chand Auddy, Dhirendra Nath Auddy, Rabindra Nath Auddy and Sri Manindra Nath Auddy jointly inherited 1/4th share in the said un-partitioned and un-demarcated property.
- J. While seized and possessed otherwise well and sufficiently entitled to his undivided share of the aforesaid piece and parcel of land, the said Gora Chand Auddy died intestate on 18.01.2016 leaving behind his only son namely (1) Sri Subrata Auddy

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and two daughters namely (2) Smt. Chitra Das nee Auddy and (3) Smt. Subhra Nandi nee Auddy as his surviving legal heirs, heiress and successors, each having undivided share of the said property in accordance to Hindu Succession Act, 1956, free from encumbrances, charges, liens and lispens whatsoever in nature. Be it mentioned here that the wife of Late Gora Chand Auddy predeceased on 28.05.1999.

- K. While seized and possessed otherwise well and sufficiently entitled to her undivided share of the aforesaid piece and parcel of land, the said Chitra Das, a Hindu Governed by the Dayabhaga School of Hindu Law died intestate on 17.08.2014 leaving behind her surviving son, 1. Sri Pallav Das and her only daughter namely, 2. Rakhee Saha nee Das as her legal heirs and successor who jointly and equally inherited the share, right, title and interest of the Chitra Das in the said Property free from all encumbrances.
- L. By virtue of Deed of Gift dated 22nd Day of March, 2018, which was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, Volume No. 1902-2018, Pages 33214 to 33252, Being No. 190200943 for the year 2018, the said Smt. Subhra Nandi nee Auddy and Sri Pallav Das and Smt. Rakhee Saha nee Das gifted, granted, assigned and transferred due to natural love and affections towards their gifted, transferred and conveyed their undivided share of land admeasuring ... Cottah, ... Chittack, Sq. Ft. more or less, free from encumbrances, charges, liens and lispens whatsoever in nature unto and in favour of Sri Subrata Auddy, after getting the said percentage of share the Subrata Auddy became the absolute owner of undivided 1/4th share in the aforesaid property, absolute and forever.
- M. By virtue of the Deed of Gift dated 16.03.2018 which was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, Volume No. 1902-2018, Pages from 31378 to 31406, Being No. 190200899 for the year 2018, the said Dharendra Nath Auddy gifted, granted, assigned and transferred his undivided 1/4th i.e. 25% of share in the said property unto and in favour of Sri Debasish Auddy, free from all encumbrances.
- N. The Sri Rabindra Nath Auddy, Sri Manindra Nath Auddy, Sri Debasish Auddy, Sri Subrata Auddy become the absolute joint owners of ALL THAT piece and parcel of land admeasuring 4 (Four) Cottah, 14 (Fourteen) Chittack, 21 (Twenty One) Sq. Ft. be the

Signature

same a little more or less, lying and situated at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata – 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation (herein after referred to as the said Premises) morefully and particularly described in the FIRST SCHEDULE hereunder written.

- O. The said Owners No. 1, 3 & 4 herein and Sri Manindra Nath Auddy, since deceased decided to construct a building on the said land as per plan to be obtained from the Kolkata Municipal Corporation after demolition of the existing building standing thereon and accordingly the said Owners No. 1, 3 & 4 herein and Sri Manindra Nath Auddy, since deceased entered into a registered Joint Venture Agreement for Development dated **20th Day of April, 2018** with **RAIKO ENTERPRISE**, having its registered office at 111, A.J.C. Bose Road, P.O. Entally & P.S. Muchipara, Kolkata – 700 014, represented by its Proprietor **SRI MANASH SARKAR** (having **PAN NO. ARJPS5052J**), son of Late Shyampada Sarkar, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at P.O. Entally, P.S- Muchipara, Kolkata- 700 014 as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional Registrar of Assurances-II at Kolkata, and recorded in Book – I, Volume number 1902-2018, Page from 48438 to 48493, **Being No. 190201371 for the year 2018.**
- P. For proper implementation of development work, By a registered Development Power of Attorney dated **3rd Day of May, 2018**, the said Owners No. 1, 3 & 4 herein and Sri Manindra Nath Auddy, since deceased have appointed **RAIKO ENTERPRISE**, having its registered office at 111, A.J.C. Bose Road, P.O. Entally & P.S. Muchipara, Kolkata – 700 014, represented by its Proprietor **SRI MANASH SARKAR** (having **PAN NO. ARJPS5052J**), son of Late Shyampada Sarkar, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at P.O. Entally, P.S- Muchipara, Kolkata- 700 014 as their lawful attorney to act behalf of them and the same was duly registered with the office of the Additional Registrar of Assurances-III at Kolkata, and recorded in Book – IV, Volume number 1903-2018, Page from 80068 to 80103, **Being No. 190302691 for the year 2018.**
- Q. During the construction work upon the aforesaid land, the said Manindra Nath Auddy died intestate on 09.03.2019 leaving behind his wife namely (1) Smt. Sujata Auddy,

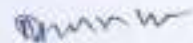
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two sons (2) Sri Anindo Auddy, (3) Sri Ankan Auddy and daughter namely (4) Smt. Tulika Auddy as his surviving legal heirs, heiress and successors, in accordance to Hindu Succession Act, 1956, free from encumbrances, charges, liens and dispendens whatsoever in nature.

- R. Again, By a registered Development Power of Attorney dated **3rd Day of April, 2019**, the said the legal heirs of Manindra Nath Auddy namely, (1) Smt. Sujata Auddy, two sons (2) Sri Anindo Auddy, (3) Sri Ankan Auddy and daughter namely (4) Smt. Tulika Auddy, the Owners No. 2a to 2d herein have appointed **RAIKO ENTERPRISE**, having its registered office at 111, A.J.C. Bose Road, P.O. Entally & P.S. Muchipara, Kolkata – 700 014, represented by its Proprietor **SRI MANASH SARKAR** (having **PAN NO. ARJPS5052J**), son of Late Shyampada Sarkar, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at P.O. Entally, P.S- Muchipara, Kolkata- 700 014 as their lawful attorney to act behalf of them and the same was duly registered with the office of the Additional Registrar of Assurances-III at Kolkata, and recorded in Book – IV, Volume number 1903-2019, Page from 68724 to 68759, **Being No. 190301847 for the year 2019.**
- S. Thereafter as per terms and conditions of Joint Venture Agreement for Development and Development Power of Attorney the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being Plan No. 2018050129 dated 29.03.2019 issued by the Kolkata Municipal Corporation upon the said piece and parcel of land measuring about 4 (Four) Cottah, 14 (Fourteen) Chittack, 21 (Twenty One) Sq. Ft. little more or less morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- T. As per the allocation and/or allotment of Joint Venture Agreement for Development dated **20th Day of April, 2018**, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- U. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority **at KOLKATA on**
under registration no.

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- V. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata - 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation hereinafter called and referred to as the "**SAID FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
- W. By an Agreement for Sale dated the Owners herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus Three storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata - 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.



NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....)** only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners herein and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata - 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.



2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.

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10. The Owners, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT piece and parcel of Bastu land measuring about **4 (Four) Cottah, 14 (Fourteen) Chittack, 21 (Twenty One) Sq. Ft.** little more or less, lying and situated at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata - 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation, West Bengal and the same is Butted and Bounded as follows:

BY NORTH	:	By Dixon Lane;
BY SOUTH	:	By Premises No. 123 A.J.C. Bose Road;
BY EAST	:	By Premises No. 121 A.J.C. Bose Road;
BY WEST	:	By Premises No. 23, Dixon Lane;

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THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "**RAIKO NEER**", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Premises No. 23/1, Dixon Lane (formerly known as 23, Dixon Lane), Holding No. 335, Block No. 1, Police Station Muchipara, Post office - Entally, Kolkata - 700 014 under Ward No. 50, within the limit of the Kolkata Municipal Corporation, West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

1. Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrance/gate of the New Building.
2. Main gate of the said Property.
3. Installation common services viz. electricity water, pipes and sewerage, rain water pipes, lighting arrester.
4. Water pump with motor and pump room.
5. Under Ground Reservoir/s.
6. Overhead Tanks on the roof of the New Building.
7. Common staircases, landing, lobbies, lift facilities etc.
8. Lighting in the common space, passages, staircase including fixtures and fittings.
9. Common Meter Box.
10. Lift facilities and firefighting (if any).
11. Open space surrounding the said New Building.
12. All other parts of the said New Building the necessary for it existences, maintenance and safety for normally in common use of the Transferee/Buyers.
13. Entirely of the Roof of the New Building.

[Handwritten Signature]

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.
4. Maintenance for motor and pump and security of the same.
5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.

[Handwritten signature]

- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

Amir

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

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Kolkata in the presence
of :

- 1.
- 2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in. the
presence of:

- 1.
- 2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

- 1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
High Court, Calcutta.
Enl. No.

[Handwritten signature]

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
-------------------	-------------	-------------------------------	---------------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____

by Faith- _____, Occupation: _____

Residing at - _____, P.O. _____, P.S. _____

Kolkata- _____, District: _____

Handwritten signature