

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this..... day of December, Two Thousand Eighteen (2018) A.D. "**PLEASANT HOMES**" (PAN: AAMFP1489Q), a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, represented by its partners: –

(1) SRI RAKESH KUMAR CHAMRIA (PAN : ABYPC1408K) son of Late Ram Niwas Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, **(2) SHIYAJI SILK MILLS PVT. LTD.** (PAN : AAECs4748Q), a company registered under the companies Act, 1956 being its registration no. CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001 , represented by its one director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria, **(3) SRI VANSH CHAMRIA** (PAN : BIRPC7621M) son of Sri Rakesh Kumar Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, represented by their **Constituted Attorney M/S. VIJAYLAKSHMI ASSOCIATE** (PAN : AANFV7148M) **represented by its partners (1) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh and **(2) SRI ANIL CHANDRA GHOSH** (PAN : AGKPG0595N) son of Late Surendra Chandra Ghosh having its office at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, **Development Power of Attorney Registered at the office of D.S.R.-IV, Alipore, 24 Parganas (South) and was recorded in Book No. I, Volume No. 1604-2018, Pages from 156515 to 156541, Being No.160405376 for the year 2018** hereinafter referred to as the **OWNERS / VENDORS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) party of the **FIRST PART.**

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MR./MRS (PAN :) son / daughter / wife of by nationality- Indian, by faith -, by occupation –and is residing at, hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his / her/ their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

Narayan Chandra Ghosh

Anil Chandra Ghosh

**As Constituted Attorney of
PLEASANT HOMES**

Contd.....Pg/2.

VIJAYLAKSHMI ASSOCIATE
Narayan Chandra Ghosh

Anil Chandra Ghosh
Partners

A N D

M/S. VIJAYLAKSHMI ASSOCIATE (PAN : AANFV7148M) a partnership firm, having its office at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh by faith Hindu, by occupation business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 **(2) SRI ANIL CHANDRA GHOSH** (PAN : AGKPG0595N) son of Late Surendra Chandra Ghosh, by faith Hindu, by occupation business, residing at 2081, Chakgaria, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075, hereinafter referred to as the **BUILDER / DEVELOPER / PROMOTER / CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, administrators and assignees) party of the **THIRD PART**.

WHEREAS one Sri Haridas Das alias Haripada Das (Bairagi), son of Natabar Das purchased ALL THAT piece and parcel of land measuring more or less 67 decimals comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554 of Mouza - Rajpur, J.L. No. 55, under P.S. Sonarpur, District South 24 - Parganas by virtue of a registered Deed of sale dated 5th day of September, 1921 from the then owners Panchanan Das and others for and at a valuable consideration mentioned therein and thereafter said Sri Haridas Das alias Haripada Das (Bairagi) got the property recorded in his name in the Revisional Settlement Records of rights and had been enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concerned.

AND WHEREAS in the course of enjoying the aforesaid property said Sri Haridas Das alias Haripada Das (Bairagi) sold, conveyed and transferred a duly demarcated portion of the land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas unto and in favour of one Sri Bijoy Chandra Agarwal, Son of Late Mulchand Agarwal by and under a deed of sale which was registered on 31/08/1965 before the office of the District Registrar at Alipore and recorded in its Book No. I, Volume No. 80, Pages from 268 to 273, Being No. 4329 for the year 1965.

AND WHEREAS after purchasing the aforesaid property said Sri Bijoy Chandra Agarwal became the sole and absolute owner of the aforesaid area of land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas and while he had been enjoying the same free from all encumbrances said Sri Bijoy Chandra Agarwal died intestate on 08/06/1974 leaving behind him surviving his wife Smt. Saroj Rani Agarwal, only son Sri Ajay Chandra Agarwal and three daughters (1) Smt. Sulekha Jindal, wife of Sri Sunil Jindal, (2) Smt. Shikha Bajoria, wife of Sri Kamal Bajoria, and (3) Smt. Sujata Agarwal, wife of Sri Bharat Bhusan Agarwal as his legal heir/ heiresses and successors.

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Anil Chandra Ghosh
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As Constituted Attorney of
PLEASANT HOMES
 Partners

AND WHEREAS the said legal heir and heiresses of Late Bijoy Chandra Agrawal namely Saroj Rani Agarwal, Sri Ajay Chandra Agarwal, Smt. Sulekha Jindal, Smt. Shikha Bajoria & Smt. Sujata Agarwal while had been jointly enjoying their inherited property measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas, they jointly sold, conveyed and transferred the same unto and in favour of one Sri Amalendu Guha Thakurta, son of Sri Sushil Guha Thakurta and Smt. Krishna Guha Thakurta, wife of Sri Amalendu Guha Thakurta by and under a deed of sale which was registered on 09/12/1982 before the office of the District Registrar at Alipore and recorded in its Book No. 1, Volume No. 408, Pages from 124 to 132, Being No. 15989 for the year 1982.

ANDWHEREAS after purchasing the aforesaid property said Sri Amalendu Guha Thakurta and Smt. Krishna Guha Thakurta became the absolute joint owners of the aforesaid area of land measuring 19 Cottahs 20 Sq.ft. but as per actual survey the physical measurement of the land appears to be 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas and mutated their names in the Rajpur Sonarpur Municipality and paid the relevant taxes regularly relating to the said property.

ANDWHEREAS in course of enjoying the aforesaid property free from all encumbrances said Sri Amalendu Guha Thakurta and Smt. Krishna Guha Thakurta jointly sold, conveyed and transferred the said land measuring more or less 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas which is

more fully described in the Schedule-A hereunder written unto and in favour of Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, by and under a deed of sale which was executed on 07/05/2001 and registered on 10/05/2002 before the office of the Addl. District Sub - Registrar at Sonarpur and recorded in its Book No. 1, volume No. 59, Pages from 68 to 77, Being No. 3594 for the year 2002.

AND WHEREAS after purchasing the aforesaid property said Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, became the absolute joint owners of the aforesaid area of land measuring more or less 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas and mutated their names in the records of Rajpur - Sonarpur Municipality and also mutated their names before the B.L. & L.R.O Sonarpur vide Mutation Case No. 2239 of 2011 and 2238 of 2011 in respect of the said property which is more fully described in the Schedule-A hereunder written and

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had been enjoying the same jointly free from all encumbrances, liens, lispences, charges whatsoever and howsoever.

AND WHEREAS due to urgent need of money, the Vendors therein Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, jointly sold, transferred all that piece and parcel of Bastu land measuring more or less 18 Cottahs 5 Chittaks oo Sft more or less along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under Rajpur Sonarpur Municipality, P.S. Sonarpur, District South 24 – Parganas more fully and particularly mentioned in the Schedule-A hereunder written to **“PLEASANT HOMES”** a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, represented by its partners: – **(1) SRI RAKESH KUMAR CHAMRIA** son of Late Ram Niwas Chamria, , **(2) SHIJAJI SILK MILLS PVT. LTD.** a company registered under the companies Act, 1956 being its registration no. CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria, **(3) SRI VANSH CHAMRIA** son of Sri Rakesh Kumar Chamria.

ANDWHEREAS after purchasing the aforesaid property said First Party, the Vendors herein became the absolute owners of the aforesaid area of land measuring more or less 18 Cottahs- 05 Chittaks -00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas Kolkata-700149 and mutated their names in the Assessment records of Rajpur – Sonarpur Municipality being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149 and also mutated their names before the B.L. & L.R.O Sonarpur in respect of the said property which more fully described in the schedule hereunder written and are enjoying and possessing the same free from all encumbrances, liens, lispences, charges whatsoever and howsoever.

AND WHEREAS thereafter for the development of their land the First Party hereby submitted a plan proposal for sanction at Rajpur Sonarpur Municipality and thereafter got the plan sanctioned from the Rajpur Sonarpur Municipality vide sanction plan no.1801/CB/26/78 dated 31/03/2014 thereafter revised sanction plan no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality.

AND WHEREAS thereafter the **First Party** herein **“PLEASANT HOMES”**, a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, represented by its partners: – **(1) SRI RAKESH KUMAR CHAMRIA** son of Late Ram Niwas Chamria, , **(2) SHIJAJI SILK MILLS PVT. LTD.** , a company registered under the companies Act, 1956 being its registration no. CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria, **(3) SRI VANSH CHAMRIA** son of Sri

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Rakesh Kumar Chamria as collective lawful owners (PLESANT HOMES) of their said Bastu lands have decided to construct a multi-storeyed building containing residential flat cum commercial system Building as per revised sanction plan, vide no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality on their said bastu land measuring 18 Cottahs 05 Chittaks 00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149, through **M/S. VIJAYLAKSHMI ASSOCIATE**, a partnership firm, represented by its partners **SRI NARAYAN CHANDRA GHOSH** son of Late Haran Chandra Ghosh and **SRI ANIL CHANDRA GHOSH** son of Late Surendra Chandra Ghosh having its office at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, the Promoter / Builder / Developer who have sufficient resources to do so and also an experienced Promoter / Builder / Developer being the Second party hereof engaged in the various field of building promotion and construction and knowing the same, the Promoter / Builder / Developer thereafter as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowners and having been satisfied in all respect regarding the collective lawful right, bonafide interest, un-encumbered possession and marketable title of the landowners in respect of the said premises, the Second Party the Promoter / Builder / Developer herein have proposed the FIRST PARTY / OWNERS to appoint them as Promoter / Builder / Developer to construct a residential cum commercial building on the said land and this firm, i.e. M/S. Vijaylakshmi Associate and the Owners / the First Party herein have accepted the proposal herein have discussed between themselves regarding terms and conditions on which the construction of such building can be undertaken and have accepted the terms and conditions as written hereunder and authorizing the said firm herein “M/S. Vijaylakshmi Associate” and its partners herein to erect and or construct building/s as per revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality comprising of several flats, parking spaces, shops at their own costs and expenses on the aforesaid landed property mentioned in herein Schedule below and to dispose the flats by way of sale or otherwise transfer to the intending purchaser or purchasers of the said flats, parking space and shops to be constructed thereon by “M/S. Vijaylakshmi Associate” herein Promoter / Builder / Developer i.e the flats, parking spaces, shops and thereafter both parties have mutually agreed to carry on and agreed to complete the proposed project on the principal terms and conditions clearly defined below:-

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

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AND WHEREAS By a Deed of Development Agreement dated 8th day of March 2016 and another Deed of Supplementary Development Agreement dated 28th day June, 2018 made between the landowners herein "**PLEASANT HOMES**" a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata – 700 001, represented by its partners: – **(1) SRI RAKESH KUMAR CHAMRIA** son of Late Ram Niwas Chamria, , **(2) SHIYAJI SILK MILLS PVT. LTD.** , a company registered under the companies Act, 1956 being its registration no. CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria, **(3) SRI VANSH CHAMRIA** son of Sri Rakesh Kumar Chamria , as collective lawful owners (PLEASANT HOMES) of the ONE PART and **M/S. VIJAYLAKSHMI ASSOCIATE** represented by its partners **SRI NARAYAN CHANDRA GHOSH** son of Late Haran Chandra Ghosh and **SRI ANIL CHANDRA GHOSH** son of Late Surendra Chandra Ghosh, having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, of the **OTHER PART**. The Deed of Development Agreement was registered at the office of the D.S.R.-IV, Alipore, 24 Parganas (South) and was recorded in Book No. -I, Volume No.1604-2016, Pages from 39088 to 39087 , Being No.160401440 for the year 2016 and the Supplimentary Deed of Development Agreement was registered at the office of the D.S.R.-IV, Alipore, 24 Parganas (South) and was recorded in Book No. -I, Volume No.1604-2018, Pages from 123413 to 12460 , Being No.160404140 for the year 2018 and the Promoter / Builder / Developer has agreed and undertaken to build at their own costs the said building and in conformity with the plan sanctioned by the Rajpur Sonarpur Municipality, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats / parking spaces / shops and /or independent units comprised therein to the intending purchasers on such terms as it may deem fit on ownership basis.

The Promoter / Builder / Developer out of their own funds and of moneys received from the intending purchasers for constructing the building at the said premises **Holding No. 62, Netaji Subhash Road, P.O.Rajpur, P.S. Sonarpur, Dist. 24 Parganas (South) , Kolkata -700149**, more particularly described in Schedule 'A' hereunder written and herein after called 'The said land' and on behalf of several purchasers, parties or nominees of the Promoter / Builder / Developer intending to acquire flats and/or units/or shops in the said building in accordance with the sanction of the Rajpur Sonarpur Municipality consisting of Ground plus four (G+IV) and Ground plus five (G+V) storied comprising therein, several flats, and/or independent units /shops/parking spaces of diverse areas with all amenities/ facilities therein.

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

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2. The Promoter/ Builder / Developer, being the Third Part have agreed to sell and the purchasers hereof have agreed to purchase a flat in the said new building and more fully described in Schedule 'B' hereunder written on ownership basis as herein mentioned together

with proportionate undivided proportionate share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever.

AND WHEREAS the Confirming Party, on behalf of Vendor's obtained the sanctioned Building plan from the Rajpur Sonarpur Municipality Vide **building Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016** and as per the said sanction plan the said Confirming party started construction G+V (Block-A) and G+IV (Block-B) storied building together with shop and car parking space in two Blocks, thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed his/her/ their desire to sell out of all the flat / flats / car-parking space / car-parking spaces / shop / shops in the said premises.

AND WHEREAS the proposed building when completed shall be named or known as **"PLEASANT PALACE"**.

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

AND WHEREAS the Purchaser/s being so satisfied is/ are desirous of acquiring a Flat which is marked and identified as No. "....." on floor, measuring sq.ft. Carpet area in Block -A/B together with one Car Parking Space which is also marked and identified as No. "....." measuring 120 sq.ft. more or less in Block -A/B on the Ground floor under the said Building at project **"Pleasant Palace"** (hereinafter referred to as **"The said Flat and Car Parking Space"**) upon the terms and conditions hereinafter mentioned and offered Rs..... (Rupees only) as total consideration to which Third Part agreed.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the agreement for sale dated and in consideration of the sum of Rs..... (Rupees only) paid in full by the said Purchasers to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchasers her heirs, executors, administrators and assigns ALL THAT one Flat and Car Parking Space together with undivided proportionate share of land underneath, the common areas, facilities and amenities including the right to use the roof of the said G+III storied building and also the staircase, landing, lobby and lift / lifts at Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur,

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.Kolkata-700149, Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, which is morefully described in **Second Schedule** hereunder written.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchasers the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured at Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality as aforesaid and morefully and particularly described in the Second Schedule hereunder written with full and free right and liberty for the said Purchasers their tenants, servants, agents, visitors, and all persons authorized by the said Purchasers from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchasers their heirs, successors in interest for the best use and enjoyment of the flat and car parking spaces as described in the second schedule hereunder TOGETHER WITH all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right, title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, hereby granted sold, transferred, conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers in the manner aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchasers their heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for them.

AND THAT THE PURCHASERS DO TH HEREBY AGREED AND DECLARED as follows:-

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

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

3. The Purchasers agreed to pay to the said party of the first part and the third part or her assigns as follows:-

a. Proportionate share with other flat owners jointly of Rajpur Sonarpur Municipality rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality as laid down in Third Schedule hereunder written.

b. So long as the flat and car parking space sold to the Purchasers shall not be separately assessed proportionate share of both share of KMC taxes, all such other taxes, under any law , which may be imposed on the said entire building and the said premises.

c. The apportionment of liability of the Purchasers in respect of any item of expenses, taxes and / or outgoings payable by the Purchasers shall be determined by the said Vendors before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owners of the said building for the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchasers.

d. For the time being the Purchasers shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being their proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

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

1. The Purchasers shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchasers in respect of the said flat and car parking space sold to them till the said flat and car parking

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space are separately assessed and the proportionate share of Municipality rates and taxes, maintenance and services and outgoings payable in respect of the entire Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality.

2. The Purchasers shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.
3. The Purchasers shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to them or any part thereof.
4. The amount which is payable by the Purchasers to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to them if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.
5. Save and except, the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchasers shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.
6. The Purchasers shall not object to any further construction addition and alterations by Vendors in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Rajpur Sonarpur Municipality and purchasers also agreed that the developer will have every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchasers and the developer will have every right to change location, orientation , size and design of septic tanks, SU water reservoir , fire tanks , overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchasers and the developer, if desire to make / construct commercial unit at the unsold car parking space on the ground floor of the said building within their allocated portion and will have the absolute right to enjoy / commercially exploit it without any objection / hindrance from the purchasers and the purchasers will have no right to file suits in any court of law , forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Developer will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser / purchasers.
7. The Purchasers shall not make in the flat and car parking space hereby sold to them any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.

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Amit Chandra Ghosh
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8. The Purchasers shall not use the common vacant space for stacking any materials thereon.
9. The Purchasers shall observe, perform and comply with all the rules and regulations which the maintenance committee or Associates or Society (that may be formed later on).
10. The Purchasers shall become compulsorily member of the Association or Committee or Society which may be formed or which may be brought into existence and also do all acts and things necessary to make such association or Committee or Society effective for the purpose for which they are created.

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

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title , interest or inheritance into or upon the said flat and car parking space hereby granted, transferred, sold , conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts , deeds and things for further acts , deeds and things further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchasers their heirs , executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.
2. The party of the first part and the third part declare that the said Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of nay Court or any other competent authority or authorities whatsoever.
3. That the Purchasers shall have every right to mutate her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Rajpur Sonarpur Municipality at their own cost and for the same , the Vendors shall endorse and convey their consent or "No Objection", if required.
4. That the party of the first part and the third part shall co-operate with the Purchasers to arrange and install separate electric meter in the names of the purchasers from where the Purchasers shall enjoy the electricity for their said flat and car parking space purchased by her.
5. That the Purchasers shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey

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gift and mortgage the same against consideration to any third party as per his/her/their own choice and discretion, saddled, of course with the duties and obligation contained herein.

6. That the Purchasers shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

:-THE FIRST SCHEDULE:-

(Description of the Property)

ALL THAT the piece and parcel of amalgamated bastu land measuring more or less 18 Cottahs- 05 Chittaks -00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas Kolkata-700149 and mutation of the owners names in the Assessment records of Rajpur - Sonarpur Municipality the premises being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149 is butted and bounded by:-

On the North: By R.S. Dag no. 625(P)

On the South: By Common Passage

On the East: By Netaji Subhas Road

On the West: By Vacant Land

:THE SECOND SCHEDULE - ABOVE REFERRED TO:-

(The Flat and car parking space hereby sold)

ALL THAT the said **Flat No. "....."** (Flooring - Vitrified Tiles) in **Block-A/B** at **..... floor** of the building constructed at Premises Holding No. 62, Netaji Subhash Road, P.S. Sonarpur P.O. Rajpur, .Kolkata-700149, Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, comprising(.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) varandah measuringsq.ft. **Carpet Area** together with one **Car Parking Space** being No. "....." at **Block - A/B** measuring 120 sq.ft. more or less on the Ground floor under the said Building at **Project "Pleasant Palace"** as per enclosed layout / plan of the said flat and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

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Aiie Chandra Ghosh

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THE THIRD SCHEDULE ABOVE REFERRED TO**(Cost to be borne proportionate to the area of the Flat)**

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipments in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light, pump , tube well and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake , fire, mob, damages and civil commotion etc.
5. The Proportionate share of Rajpur Sonarpur Municipality rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the Rajpur Sonarpur Municipality. Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO**(COMMON AREAS AND FACILITIES)**

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.
2. Septic Tank, under ground and over head water reservoirs along with the plumbing and electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
3. Motor Pump and pump room in common areas of the said building.
4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes,

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drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main

water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.

- 5. Only general lighting of the commons portions shall be provided but the purchasers shall share electric consumption charges, proportionately.
- 6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building, water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchasers, proportionately.

N.B. :- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

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

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES:-

1)

VIJAYLAKSHMI ASSOCIATE VIJAYLAKSHMI ASSOCIATE
Anil Chandra Prakash, Narayan Chandra Prakash
 Partners Partners

As Constituted Attorney of PLEASANT HOMES

As Constituted Attorney of Pleasant Homes

SIGNATURE OF THE OWNERS/VENDORS

2)

SIGNATURE OF THE PRUCHASER/S

VIJAYLAKSHMI ASSOCIATE VIJAYLAKSHMI ASSOCIATE
Anil Chandra Prakash, Narayan Chandra Prakash
 Partners Partners

SIGNATURE OF THE BUILDERS / DEVELOPERS / CONFIRMING PARTY

Drafted by :

Advocate

Typed by me :

MEMO OF CONSIDERATION

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

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

(Rupees only)

WITNESSES:-

1)

VIJAYLAKSHMI ASSOCIATE

Ajit Chandra Shree

2)

VIJAYLAKSHMI ASSOCIATE

Narasimha Choudhary

Partners

Partners

SIGNATURE OF THE BUILDER /
DEVELOPER / CONFIRMING PARTY
(i.e. the party of the third part)

Typed by me :