

THIS DEED OF CONVEYANCE is made on this..... day oftwo Thousand
Nineteen

BETWEEN

(1) **SRI NITAI CHANDRA MONDAL**(PAN-CBMPPM2353R),son of Late Jotish Chandra Mondal, by occupation-Business, (2) **SRI SWAPAN KUMAR MONDAL, alias SWAPAN MONDAL**(PAN-BJXPM4920N), both sons of Late Jotish Chandra Mondal, both by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur (previously Sonarpur), District-South 24-Parganas, Kolkata-7000 84, (3) **SMT. UJJALA MONDAL**(PAN-BZBPM5351D),wife of Late Gopi Charan Mondal, faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur,(Previously Sonarpur), District-South 24-Parganas, Kolkata-700084, (4) **SRI SIDDESHWAR MONDAL**(PAN-AUVPM2175K),son of Late Gopi Charan Mondal, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur,(Previously Sonarpur), District-South 24-Parganas, Kolkata-700084, (5) **SMT. NILIMA SARDAR**(PAN-ETTPS5359Q),wife of Sri Sarajit Sardar, daughter of Late Gopi Charan Mondal, by faith-Hindu, by Nationality-Indian, residing at 103/1 Briji East(near Khudiram Metro), P.O.Garia, P.S.Patuli, Kolkata-700084, hereinafter jointly called and referred to as the **OWNERS/VENDORS**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, their heirs, executors, administrators legal representative and assigns) being represented by/or acting through **their constituted Attorney "PROGRESSIVE CO-ORDINATORS" a Partnership Firm**, having PAN-AAIFP4023C, office at Deodar Place, Garai Station Road, P.O.Garia, P.S.Narendrapur,(previously Sonarpur), District-South 24-Prganas,Kolkata-700084, being represented by its Partners & also authorized signatory of other partners (1) **SRI BIJOY MONDAL** (PAN- ATAPM1710E), (Aadhar No. 779987724984) son of Sri Badal Mondal, (2) **SRI DIPANKAR NASKAR** (PAN- ADBPN6091L), (Aadhar No. 262230945129) son of Late Kashi Nath Naskar, both by faith Hindu, by Nationality Indian, by occupation Business, residing at Garia Station Road, Kalitala, Post office- Garia, Kolkata - 700 084, Police Station Narendrapur(Previously Sonarpur), District South 24-Parganas " of the **FIRST PART**.

AND

M/S. PROGRESSIVE CO-ORDINATORS , a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at Holding No.4833, Deodar Place, Garia Station Road, Post- Garia, P.S.Narendrapur(previously Sonarpur) Kolkata-700084. (PAN is-AAIFP4023C), represented by its partners and also authorized signatory of others partners, namely, (1) **SRI BIJOY MONDAL** (PAN- ATAPM1710E), (Aadhar No. 779987724984) son of Sri Badal

Mondal, (2) **SRI DIPANKAR NASKAR** (PAN- ADBPN6091L), (Aadhar No. 262230945129) son of Late Kashi Nath Naskar, both by faith Hindu, by Nationality Indian, by occupation Business, residing at Garia Station Road, Kalitala, Post office- Garia, Kolkata - 700 084, Police Station Narendrapur(previously Sonarpur), District South 24-Parganas hereinafter referred to as the "**PROMOTER/ DEVELOPER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of **SECOND PART. AN**

(1) SRI(PAN) , son of by occupation, (2) (PAN) , son of by Occupation....., both by faith-Hindu, by Nationality-Indian , residing at, P.O..... & P.S....., Kolkata-....., hereinafter called the **PURCHASER/S** (which term or expression shall unless excluded by/or repugnant to the context be deemed to mean and include her/his/their executors, ,heirs, administrators, Legal represented and assigns)**OF THE OTHER PART**

WHEREAS:

The Owners/Vendors are seized and possessed of and/or sufficiently entitled to ALL THAT piece and parcel of land measuring more or less 41 Cottahs along with proposed (G+VII) and also (G+IV) storied building situated and lying at Mouza-Barhansfartabad, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla,P.S.Narendrapur(Previously Sonarpur), A.D.S.R.office at Garia, comprising in R.S.Dag Nos.879, 880,883 & 937, appertaining to R.S.Khatian Nos. 596 & 597, Holding No.1601, Kalitala, Ward No.29 under Rajpur Sonarpur Municipality, P.O.Garia, Kolkata-700084, District South 24-Parganas, hereinafter referred to as the "SAID ENTIRE PRIMISES" more fully described in SECOND SCHEDULE hereunder written.

The Title Documents of the Owners as follows:-

(1) That One Jatish Chandra Mondal and Satish Chandra Mondal, both sons of Late Harimohan Mondal were seized and possessed of or otherwise well and sufficiently entitled to all that properties

in R.S.Khatian Nos. 596 & 597 including land of R.S.Dag Nos. 879, 880, 883 & 937 of Barhansfartbad Mouza, J.L.No.47 as per Revisional Settlement records of rights and they had been paying Govt. Rent thereof an enjoying every rights title and interest over the aforesaid properties without interruption, claim and demand whatsoever.

(2) That the said Jatish Chandra Mondal and Satish Chandra Mondal executed a deed of partiton regarding their joint properties of R.S.Khatian No.596 & 597 including the land of R.S.Dag Nos.879, 880, 883 & 937 of Barhansfartabad Mouza, on 20/07/1962, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.87, Pages-111-being No.7329 for the year 1962.

(3)That by virtue of partition deed, the said Sri Jatish Chandra Mondal, being the Second party of the aforesaid partition deed and he got the property in Schedule "Ga" of the said partition deed including the area of R.S.Dag Nos. 879, 880, 883 & 937.

(4)That the said Jatish Chandra Mondal gave the property including the area of 12 decimals out of 24 decimals of R.S.Dag No.883 of R.S.Khatian No.597 and 15 decimals of 30 decimals of R.S.Dag No.937 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI NITAI CHANDRA MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-463 to 470, being No.4520 for the year 1984.

(5) That the said Jatish Chandra Mondal gave the property including the area of 14 decimals out of 28 decimals of R.S.Dag No.879 of R.S.Khatian No.596 and 8.5 decimals of 17 decimals of R.S.Dag No.880 of R.S.Khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI GOPI CHARAN MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-471 to 478, being No.4521 for the year 1984.

(6) That the said Jatish Chandra Mondal gave the property including the area of 14 decimals out of 28 decimals of R.S.Dag No.879 of R.S.Khatian No.596 and 8.5 decimals of 17 decimals of R.S.Dag No.880 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI BASUDEB MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-479 to 486, being No.4522 for the year 1984.

(7) That the said Jatish Chandra Mondal gave the property including the area of 12 decimals out of

24 decimals of R.S.Dag No.883 of R.S.Khatian No.597 and 15 decimals of 30 decimals of R.S.Dag No.937 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI SWAPAN KUMAR MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-487 to 494, being No.4523 for the year 1984.

(8) That the said Sri Nitai Chandra Mondal, Sri Gopi Charan Mondal, Sri Basudeb Mondal and Sri Swapan Kumar Mondal separately became the absolute owners of the aforesaid property of R.S.Dag Nos. 879,880, 883 & 937 as per terms and condition of Settlement deed.

(9)That the said Basubeb Mondal sold the land measuring 4.5 decimals out of 8.5 decimals out of 17 decimals of R.S.Dag No.880, R.S.Khatian No.597 of Barhansfartabad Mouza on 9/9/1987 to Sri Gopi Charan Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-347 to 352, being No.4136 for the year 1987.

(10) That the said Basubeb Mondal also sold the land measuring 14 decimals equivalent to more or less 8 Cottahs 7 Chattaks 24 Sq.ft. out of 28 decimals of R.S.Dag No.879, R.S.Khatian No.596 of Barhansfartabad Mouza on 9/9/1987 to Smt. Ujjala Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-353 to 358, being No.4137 for the year 1987.

(11) That the said Basubeb Mondal sold the land measuring 4 decimals equivalent to more or less 2 Cottahs 8 Chattaks out of 8.5 decimals out of 17 decimals of R.S.Dag No.880, R.S.Khatian No.597 of Barhansfartabad Mouza on 9/9/1987 to Sri Nitai Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-359 to 364, being No.4138 for the year 1987.

(12) Thus the said SRI GOPI CHARAN MONDAL, SMT. UJJALA MONDAL(owner No.3 herein), SRI NITAI MONDAL(owner No.1 herein) and SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL(owner No.2 herein) became the absolute owners and also they got their property recorded in their names in Municipality separately , vide holding Nos.1764, 1601 & 1651 and paid the tax up to date.

(13) That thus the said Sri Gopi Charan Mondal, Sri Nitai Chandra Mondal, Sri Swapan Kumar Mondal alias Swapan Mondal and Smt.Ujjala Mondal became the separately owners of the land

measuring more or less 89.25 decimals equivalent to more or less 53 cottahs 13 Chattaks 26 sq.ft. (the split up of the land being :- 28 decimals but an actual physical survey and possession land measuring 26.25 decimals equivalent to more or less 15 Cottahs 14 Chjattaks 4 sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 17 decimals but an actual physical survey and possession land measuring more or less 10 Cottahs 4 Chattaks 25 sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 24 decimals but an actual physical survey and possession land measuring equivalent to more or less 14 Cottahs 8 Chattaks 14 sq.ft. of R.S.Dag No.883, R.S.Khatian No.597 plus 22 decimals but an actual physical survey and possession land measuring more or less 13 Cottahs 2 Chattaks 28 sq.ft. out of 30 decimals of R.S.Dag No.937, R.S.Khatian No.596) of Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883 & 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1853, 1764, 1601 & 1951 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur (previously Sonarpur), District-South 24-Parganas, Kolkata-700084.

14) That the Owners/Vendors and the Promoter/Developer have decided to develop the aforesaid property and the said the said Sri Gopi Charan Mondal, Sri Nitai Chandra Mondal (Owner/Vendor No.1 herein), Sri Swapan Kumar Mondal alias Swapan Mondal (Owner/Vendor No.2 herein) and Smt.Ujjala Mondal (owner/Vendor No.3 herein) executed a joint venture agreement with PROGRESSIVE CO-ORDINATORS (Promotor/Developer herein) regarding their land measuring more or less 67.25 decimals out of 89.25 decimals (the split up of the land being :- 26.25 decimals equivalent to more or less 15 Cottahs 14 Chjattaks 4 sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 17 decimals but an actual physical survey and possession land measuring more or less 10 Cottahs 4 Chattaks 25 sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 24 decimals but an actual physical survey and possession land measuring equivalent to more or less 14 Cottahs 8 Chattaks 14 sq.ft. of R.S.Dag No.883, R.S.Khatian No.597) of Barhansfartabad Mouza, J.L.No.47 on 27/09/2013 registered at D.S.R.-IV, Alipore and recorded in Book No.I, being No.7651 for the year 2013 and also executed a Development Power of attorney in favour of Promoter/Developer herein on 27/09/2013, registered at D.S.R.-IV, Alipore and recorded in Book No.I, being No.7652 for the year 2013.

15) That the said Sri Nitai Chandra Mondal (owner/Vendor No.1 herein) and Sri Swapan Kumar Mondal alias Swapan Mondal(Owner/Vendor No.2 herein) also executed a joint Venture agreement with PROGRESSIVE CO-ORDINATORS (Promotor/Developer herein) regarding their land

measuring 22 decimals equivalent to more or less 13 Cottahs 2 Chattaks 28 Sq.ft. of R.S.Dag No.937 of R.S.Khatian No.596 of Barhansfartabad Mouza, J.L.No.47 on 27/09/2013, registered at D.S.R.IV, Alipore office and recorded in Book No.I, being No.7649 for the year 2013 and also the said Owners executed a development Power of attorney in favour of Promoter herein on 27/09/2013 registered at D.S.R.IV, Alipore and recorded in Book No.1, being No.7650 for the year 2013.

16) That the said SRI GOPI CHARAN MONDAL, SRI NITAI CHANDRA MONDAL, SRI SWAPAN KUMAR MONDAL @ SWAPAN MONDAL and SMT. UJJALA MONDAL amalgamated their holding Nos. 1951, 1601& 1764 Kalitala, Garia Station Road, Ward No.29 regarding the land measuring more or less 89.25 decimals equivalent to more or less 53 Cottahs 13 Chattaks 26 Sq.ft into one holding by two separate registered deed of gift on 8/4/2014, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.7, Pages- 4750 to 4767, being No.3503 for the year 2014 and Book No.1, C.D.Volume No.7, Pages- 4731 to 4749, being No.3504 for the year 2014.

17) That by virtue of amalgamation of three holdings into one holding , their names in the assessment registered of the Rajpur-Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in their names to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as holding No.1601, Kalitala, Garia Station Road, Kolkta-700084(hereinafter called the SAID PREMISES).

18) That at the time of sanctioned building plan of the said premises, the said Owners/Vendors executed a boundary declaration regarding the land measuring more or less 51 Cottahs 6 Chattaks 40 Sq.ft. instead of 53 Cottahs 13 Chattaks 26 Sq.ft. in 2015 registered at A.D.S.R.Garia Office and recorded in Book No.IV, C.D.Volume No.1, Pages- 974 to 984, being No.96 for the year 2015.

19) That the said Promotor/Developer herein on be half of the Owners sanctioned a building plan from Rajpur-Sonarpur Municipality vide sanctioned **plan No.297/CB/29/34 dated 14/05/2015 for construction of (G+IV) storied building.**

20)That during subsistence of the said Development Agreement dated 27-09-2013, vide being No.7651, the said Gopi Charan Mondal had died intestate on 11-7-2014 leaving behind him wife,

SMT. UJJALA MONDAL(Owner/Vendor No.3 herein), one son, SRI SIDDHESHWAR MONDAL(owner/VendorNo.4 herein) and one daughter, SMT.NILIMASARDAR(owner/Vendor No.5 herein) as his sole legal heirs and successors.

21) That upon demise of said Gopi Charan Mondal, one confirmation of agreement or supplementary agreement was executed between SMT. UJJALA MONDAL, SRI SIDDHESHWAR MONDAL and, SMT.NILIMASARDAR (ownars/Vendors herein) and PROMOTER/Developer herein on 7-01-2016 in reference of the said principal development agreement dated 27-09-2013, vide deed No.7651 for the year 2013 in the matter of development of the property as aforesaid.

22) That the said SRI NITAI CHANDRA MONDAL(owner/Vendor No.1 herein),SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL(owner/Vendor No.2 herein), SMT. UJJALA MONDAL(Owner/Vendor No.3 herein), SRI SIDDHESHWAR MONDAL(Owner/Vendor No.4 herein) and SMT. NILIMA SARDAR (owner/vendor No.5 herein) executed a General Power of attorney on 7/01/2016 regarding the said premises in favour of PROMOTOR/Developer herein, registered at A.D.S.R. Garia and recorded in Book No.IV, C.D. Volume No.1629-2016, Pages- 332 to 350, being No.00018 for the year 2018.

23) That SMT. UJJALA MONDAL(owner/Vendor No.3 herein) executed a deed of gift in favour of Chairman, Rajpur-Sonarpur Municipality, regarding her share of land measuring more or less 10 Cottahs out of 15 Cottahs 14 Chattaks 4 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596, Mouza-Barhansfartabad, J.L.No.47 on 02/02/2016, registered at A.D.S.R. Garia, and recorded in Book No.I, Volume No.1629-2016, Pages-6318 to 6337, being No.00301 for the year 2016.

24) That by virtue of aforesaid deed of gift in favour of Municipality and also land for road side, the said OWNERS/VENDORS, i.e. SRI NITAI CHANDRA MONDAL, SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL, SMT UJJALA MONDAL, SRI SIDDESHWAR MONDAL & SMT. NILIMA SARDAR become the absolute owners of the land measuring more or less 41 Cottahs (the split up of the land being :- 3 Cottahs 23 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 10 Cottahs 4 Chattak 25 Sq.ft of R.S.Dag No.880, R.S.Khatian No.597 plus 14 Cottahs 8 Chattaks 14 Sq.ft of R.S,Dag No.883, R.S.Khatian No.597, Plus 13 Cottahs 2 Chattaks 28 Sq.ft of R.S.Dag No.937, R.S.Khatian No.596) of of Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883

& 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1601 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur(previously Sonarpur), District-South 24-Parganas, Kolkata-700084(hereinafter called the SAID PREMISES) fully described in the **Second Schedule** hereunder written.

25) That the said Promoter/Developer herein on behalf of OWNERS/VENDORS also a revised sanctioned plan of the aforesaid said premises fully described in the Second Schedule hereunder written on 06/7/2017 , vide sanctioned plan No.96/Rev/CB/29/43 for construction of (G+VII) and also (G+IV) storied building in three block for residential purposes and has been named **“PROGRESSIVE PARADISE”**.

26) That the said Owners/Vendors also a Development Power of attorney in favour of PROGRESSIVE CO-ORDINATORS, Promoter/Vendors herein regarding the said premises on 20.07 2018 registered at A.D.S.R. office and recorded in Book No.I, Volume No.1629-2018, pages-643744to 64405, being No.20376for the year 2018 .

27) That The Promoter/ Developer herein thereafter has commenced construction of the building or buildings comprising of several self-contained residential flats or units for commercial exploitation or sale as per the aforesaid building plan.

28) In pursuance of the provisions contained in the Development Agreement the Developer has been vested the power to nominate purchaser or purchasers to acquire different parts or portions out of the entire of the built up area including entire car parking spaces together with equivalent portion of the common and facilities appurtenant thereto in its allocation along with the power to enter into necessary agreements with such nominee/purchaser in concurrence with the Owners subject to payment of the consideration in the manner there under provided and also upon fulfillment of all other terms, conditions and stipulations there under contained.

29)Notwithstanding any other provision contained in this agreement , the owners shall if and when called upon, do , execute and register the deed or deeds of conveyance in favour of the Purchaser/Purchasers as nominees of the Developer in fully and effectually conveying and transferring any part or portion of built up areas in the newly constructed building/buildings including the proportionate indefeasible share of the land comprising the said building/buildings

and attributable to such built up area in the Developer's allocation.

30) On being fully satisfied as to the marketable title made out by the Owners/Vendors as well as the Developer including their respective rights to deal with their respective allocations of built up areas as also the right and interest acquired by Purchaser and further that the said premises is freed and discharged of all encumbrances, liens, lispendens, charges and attachments, and the purchaser hath agreed to purchase and acquire and the Developer hath in concurrence with the owners/vendors by an agreement dated....., agreed to sell and transfer **ALL THAT Flat/UnitNo.....** , on..... **floor Block-.....** having carpet area measuring about Sq.ft. corresponding to Built up area ofSq.ft. and also super built up area of..... Sq.ft. of with car **parking space** No..... in ground floor of Block-.....the said premises more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the '**SAID FLAT**') **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit more fully and particularly described and mentioned in 'the **SECOND SCHEDULE** hereunder written and together also with common parts, and facilities appertaining thereto more fully and particularly described and mentioned in **FOURTH SCHEDULE** hereunder written at or for the total consideration of **Rs...../- (Rupees.....by** Agreement dated..... as per West Bengal Housing Industry Regulatory Authority Act and on the terms and conditions contained in the said agreement (hereinafter referred to as the said **AGREEMENT FOR SALE**). Which was duly registered at Garia A.D.S.R. office and recorded in Book No.I, being No..... for the year.

31) The said building has since been completed and the Purchaser/s has/ have been put in possession of the said Flat/Unit on ownership basis **TOGETHER WITH** the undivided proportionate indefeasible share or interest in the land on which the said building is erected or built and more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written and hereinafter collectively referred to as "**THE SAID FLAT**".

32) The Purchaser/s herein has/ have now requested the Developer herein through the Owners/Vendors herein to execute the relative Deed of Conveyance in respect of the said "**SAID FLAT**" together with undivided proportionate indefeasible share or interest in the land& Premises in his OR her OR their favour.

33) At or before execution of this Deed the Purchaser/s has/have fully satisfied himself or herself or themselves as to

- i) The title of owner in respect of the said premises ;
- ii) Structural stability, quality and specification of construction of the said building.
- iii) The workmanship of the building and “ THE SAID FLAT” together with undivided proportionate indefeasible share or interest in the land and/or the various materials used in construction of the said new building ;
- iv) The total area to comprise “THE SAID FLAT” together with undivided proportionate indefeasible share or interest in the land & premises ;

AND HAVE agreed not to raise any objections whatsoever or howsoever in respect thereto.

NOW THIS INDENTURE WITNESSETH as follows :-

- I. That in pursuance of the said Agreement for sale and in consideration of the sum of **Rs.....** /- (Rupees.....) the lawful money of the Union of India well and truly paid by the Purchasers to the Developer herein at or before the execution hereof (the receipt whereof the Developer with the consent and concurrence of the Vendors doth hereby and also by the separate receipt hereunder written admit and acknowledge to have been received of and from the payment of the same and every part thereof release and acquit the Purchaser/s) AND IN FURTHER consideration of the Purchaser/s agreeing to pay the Municipal and all other rates and taxes, maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in these presents, the Developer with the consent and concurrence of the Vendors herein doth hereby grant, assure and convey unto and in favour of the Purchaser/s **ALL THAT “THE SAID FLAT”** in **PROGRESSIVE PARADISE**, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land underneath the

premises and attributable to the said Flat and more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND HOLD** the “**THE SAID FLAT**” **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the purchaser/s to be observed and performed specifically in Fourth Schedule **AND ALL** the estate right, title, claim, demand whatsoever for the vendors into and upon the said land here determents and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, lispendences, claims, demands, trusts and liabilities and the vendor and developer/confirming party do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendor and the Developer/confirming party done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land here determents and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat and the said covered car parking spaces together with undivided proportionate share of the land and holding and receive and realise rents, issues and profits without any lawfully eviction, interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes

the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

II. AND THE VENDORS, THE PROMOTER/DEVELOPER and each of them doth hereby covenant with the Purchaser/s as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary, the Vendors and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the “SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.
- b) That notwithstanding any act, deed or things whatsoever done as aforesaid the Developer and the Vendors respectively now have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.
- c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- d) That the Vendors doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all

times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un obliterated and un cancelled.

- e) The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.
- f) The Purchaser/s being absolute owners shall have the rights to sell, transfer , mortgage lease or otherwise alienate and encumber the property hereby conveyed without interference of any other person or persons.
- g) The Purchaser/s shall have right to use all common facilities, open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.
- h) The entire Building Complex is named as” PROGRESSIVE PARADISE” and the said name shall not be changed under any circumstances.

III) THE PURCHASER/S DOTH HEREBY COVENANT AND AGREE WITH THE VENDORS& THE PROMOTER/DEVELOPER as following :

As from the date of possession of the said Unit, the Purchaser/s agreed and covenant to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have nor shall claim from the vendor or from the Developer any independent right, title and interest in any other part or portion of the building save and except the flat hereunder conveyed but shall have common right and

facilities and benefits provided in **Fourth Schedule** hereunder written

- 2) i) To co-operate with the other co-purchasers and the owner and the Society/Association including the Developer in the management and maintenance of the New building.
 - ii) To observe the rules framed from time to time of the Society/Association.
 - iii) Not to do anything or prevent the owners and/or developer from making further or additional construction and notwithstanding any temporary disruption in the purchaser's enjoyment of the said flat with/without car parking space.
 - iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Developer/Association differ from the colour scheme of the building or which in the opinion of the Developer / Association may affect the elevation in respect of the exterior walls of the said building.
 - v) The Purchaser/s shall not fix or install an Antenna on the roof or terrace of the said building.
3. To allow the Promoter/ Developer/ the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or roof or rear Lawn if any for the purpose of maintenance and repairs .
 4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer/ Association as the case may be.
 5. To pay charges for electricity in or relating to the said Flat/unit wholly and

proportionately relating to common parts.

6. Not to Sub-divide the said unit or any portion thereof.
7. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building except in the spaces of garbage to the provided in the ground floor of the said building.
8. Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect of endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc .in any manner.
9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.
11. Not to do or cause any things to done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use
12. Not to damage or demolish or cause to be damaged or demolished the said unit/flat apartment or any part thereof at any time.
13. Not to install grills the design of which have not been suggested approved by the Architect.
14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured .

- 15 Not to make structural additions and/or alteration such as beams, columns , partition walls etc or improvements of any nature.
- 16 Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building
- 17 The Purchasers shall be liable to pay proportionately all common charge and taxes , Municipal taxes , common electricity other levies and outgoing maintenance charges and repairs of all equipment, installation, common portions and repairs and paintings of the outer wall of the building and other expenses necessary for the said building from the date of deemed possession of the property hereby conveyed .
- 18 The Purchasers shall get the flat mutated in the record of Rajpur-Sonarpur Municipality and shall pay all taxes in impositions separately along with the proportionate common expenses and water charges others taxes and impositions so to be levied by the Rajpur-Sonarpur Municipality or State Government or by any other Competent Authorities and until such times as the flat /apartments comprised in the said units to be separately assessed and/or mutate in respect of municipal rates and taxes of imposition the Purchasers shall pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Developer/Associations to be formed by the flat owners on their own initiative and endeavor.
- 19 The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and have got no dispute thereof.
- 20 That the terms & conditions and stipulations made here in is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DEFINITIONS)

ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD.

Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

PREMISES - shall mean ALL THAT demarcated plots of land measuring ALL THAT pieces and parcel of land measuring more or less 41 Cottahs along with proposed (G+VII) and also (G+IV) storied building situated and lying at Mouza-Barhansfartabad, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, P.S.Narendrapur (Previously Sonarpur), A.D.S.R.office at Garia, comprising in R.S.Dag Nos.879, 880,883 & 937, appertaining to R.S.Khatian Nos. 596 & 597, Holding No.1601, Kalitala, Ward No.29 under Rajpur Sonarpur Municipality, P.O.Garia, Kolkata-700084, District South 24-Parganas free from all encumbrances more fully and particularly described in the SECOND SCHEDULE hereunder written.

MAP OR PLAN :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

SPECIFICATIONS:- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

COMMON PARTS, PORTIONS, AREAS AND INSTALLATION :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the FOURTH SCHEDULE hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the FIFTH SCHEDULE hereunder written.

CO-OWNERS- shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

BUILDING- shall mean the new building or buildings constructed on the said premises.

UNDIVIDED SHARE- shall mean all that the undivided variable impartibly proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **Multi-storied buildings known as PROGRESSIVE PARADISE at holding No.1601, Kalitala** more fully and particularly described in the THIRD SCHEDULE hereunder written.

SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

BUILT UP AREA- has been calculated from the super built up area of the said Flat as certified by the Architects which is 25% less than the super built up area.

TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

THE SAID FLAT- shall mean ALL THAT the flat/unit of **Multi storied buildings**

known as PROGRESSIVE PARADISE at Holding No.1601, Kalitala, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written.

ASSOCIATION- shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.'

ULTIMATE ROOF - shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

SINGULAR- shall include Plural and vice-versa.

SECOND SCHEDULE ABOVE REFERRED TO

(Described in the said Premises)

ALL THAT piece and parcel of land measuring more or less 41 Cottahs (the split up of the land being :-3 Chattaks 23 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 10 Cottahs 4 Chattaks 25 Sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 14 Cottahs 8 Chattaks 14 Sq.ft. of R.S.Dag no.883, R.S.Khatian No.597 plus 13 Cottahs 2 Chattaks 28 Sq.ft. of R.S.Dag No.937, R.S.Khatian No.596) situated and lying at Mouza- Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883 & 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1601 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur(previously Sonarpur), District-South 24-Parganas, Kolkata-700084..

Butted and bounded as follows:-

ON THE NORTH :- R.S.Dag Nos. 879(p), 877 7 876

ON THE SOUTH:-R.S.Dag Nos. 889, 881,882, 885 & 884

ON THE EAST :- R.S.Dag No.884

ON THE WEST :-7 meter. Wide Kalitala Road,

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the SAID FLAT)

ALL THAT the Flat or **Unit No.....** on the.....**floor** having carpet area measuring about.....Sq.ft. corresponding to Built up area of.....Sq.ft. and also super built up area of.....sq.ft. along with impartibly undivided proportionate share in land and premises as described in the **Second Schedule** herein above stated along with common rights of the common parts and common maintenances as described in the **Fourth Schedule** herein below and common expenses as described in the **Fifth Schedule** herein below along with a **Car parking Space No.....** on the Ground floor of the said Multi Storied buildings Known as **PROGRESSIVE PARADISE”** at Holding No.1601, Kalitala, under Rajpur-Sonarpur Municipality, Ward No.29 P.S. Narendrapur (Previously Sonarpur,) Kolkata-700 084 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

.FOURTH SCHEDULE ABOVE REFERRED TO

(Common parts and facilities)

- 1.Stair case landing and passage on all floors
- 2.Lift with all its accessories.
- 3.Stair room in roof.
- 4.Columns foundations and plinths
- 5.Ultimate roof.
6. common passage and entrance lobby on the ground floor excepting car parking space.
7. Under ground and overhead reservoirs.
- 8.water pumps and pipe lines leading to the flats.
- 9.Generator for common services.

10. All sewer lines from toilets to ground floor and all internal sewer lines , drains and septic tanks.
11. Guards rooms, caretakers rooms, toilets meter room children's play ground, Community Hall and other rooms and facilities in the ground floor.
12. Boundary wall around the premises , parapet walls on the roof.
13. all other amenities that is for common use of all the flat owners.
14. Free extinguisher by separate water reservoir in Block-A.
15. C.C. Camera will be provided in certain common spaces.
16. Water treatment facilities will be provided for drinking water.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers,
3. caretakers, electricians, plumbers and other service staff.
4. The costs of working and maintenance of lifts, generator, and other light and service charges.
5. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co flat owner. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well,

transformer etc.

7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building
8. Such amount as shall be declared and fixed by the Developer in its absolute discretion for administration and other like-purposes(common area).
9. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing re-decorating lighting the common parts and also the outer walls of the building.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals this the day of 2019.

SIGNED SELAED AND DELIVERED
BY THE OWNERS/OR VENDORS
AT KOLKATA IN PRESENCE OF :-

WITNESSES :-

1.

2.

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNATURE OF THE PURCHASER/S

Prepared & Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144.

MEMO OF CONSIDERATION

RECEIVED from within-named Purchaser/s the
 within-mentioned sum of Rs.....account
 of full and final settlement of the Consideration
 money by several cheques of different denomination
 drawn in favour of the PROMOTER/DEVELOPER
 on diverse date.
 (Rupeesonly)

WITNESSES :-

1.

PROGRESSIVE CO-ORDINATORS
Bijay Houdal
 Partner

2.

SIGNATURE OF THE PROMOTER/DEVELOPER

Prepared & Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144,