

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ____day of _____ TWO THOUSAND AND EIGHTEEN (2018).

B E T W E E N

1. **RAMESH MITRA** (PAN:CNEPM3369P), son of Late Rajendra Nath Mitra, by occupation Retired, 2. **DEBI PROSAD MITRA** (PAN:BZUPM9235Q), by occupation- private titutioning, no. 1 and 2 are residing at Andul, Mullick Bati, P.O.-Andul-Mouri, P.S.-Sankrail, Howrha-7111302, 3. **RITA PAUL** (PAN:COYPP8268R), wife of Surajit Paul, by occupation: house hold duties, residing at 1/3, Joyrampur Jola Road, Parnashree, Kolkata-700060; No. 2 is son and No. 3 is daughter of Late Roma Prasad Mitra. 4. **DEBIKA MITRA** (PAN:ADKPM8967H), by occupation retired, 5. **DEBRUP MITRA** (PAN:ADPPM1725J), by occupation Service, 6. **DEBRAJ MITRA** (PAN:AIYPM6142P), by occupation Service, No. 4 is wife and No. 5 and 6 are sons of Late Rupen Mitra and all are residing at Andul, Mullick Bati, P.O.-Andul-Mouri, P.S.-Sankrail, Howrha-7011302 7. **NANDITA BOSE** (PAN:AXDPB3298B), by occupation house hold duties, duly represented by her son Sourajit Bose as a constituted attorney 8. **SOURAJIT BOSE** (PAN:AXEPB9619B), by occupation service, No. 7 is wife and No. 8 is sons of Late Arup Kumar Bose, both are residing at 42/2A, Cossipore Road, P.S.-Cossipore, Kolkata-700036 9. **PARTHA BOSE** (PAN:AEEPB2436H), by occupation business, 10. **JAYANTA BOSE** (PAN:AGFPB3609K), by occupation business, 11. **BIBEK BOSE** (PAN:BHKPB3513K), by occupation business, nos. 9 to 11 all are residing at 3A, Nabin Sarkar lane, Kolkata-700003, 12. **ARCHANA SINHA** (PAN:DJCPS8830J), wife of late Tarun Kumar Sinha by occupation house hold duties, residing at 132A, Bakul Bagan Road, Kolkata-700025, 13. **KALPANA NANDI** (PAN:ADCPN7764K), wife of Pranab Nandi, by occupation house hold duties, residing at 30, Anath Nath Deb lane, Kolkata-700064, 14. **ALPANA MITRA** (PAN:CDJPM6530R), wife of Kanchan Mitra, by occupation house hold duties, residing at A-D/72, Saltlake City, Kolkata-7000064, 15. **APARNA GUHA** (PAN:ADJPG4028J), wife of Arijit Guha, by occupation house hold duties, residing at F3E Dabika Appartment, Kolkata-700084, nos. 9 to 11 are sons and nos. 12 to 15 are daughters of Late Amarendra Nath Bose 16. **SUBRATA RAKSHIT** (PAN:ALLPR8407Q), by

occupation Service 17. **DIPENDRA RAKSHIT** (PAN : BRAPR4468M) by occupation service, no. 16 is wife and no. 17 is son of late Ranendra Rakshit, 18. **KALACHAND RAKSHIT** (PAN:AHHPR1266R), son of Late Dharendra Nath Rakshit, by occupation service, nos. 16 to 18 are all residing at P-5, Bansdrone Park, P.O.-Bansdrone, Kolkata-700070, 19. **SAMPA SEN** (PAN:CXBPS3781G), wife of Arun Sen, by occupation house hold duties, residing at Tedi tala Road, Icchapur, District-North 24 Parganas, 20. **JABARANI BOSE** (PAN:CDRPB0531K), wife of Haradhan Bose, by occupation house hold duties, residing at Boro Kali Tala lane, Chandannagar, Hooghly- 712136 21. **SANTA ROYCHOWDHURY** (PAN:ANAPR1872L), wife of Late Monoranjan Roy Chowdhury, by occupation house hold duties, residing at 'Rabindra Vila' 96/11/B, Institute Lane, Baranagar, Dist-North 24 Parganas, Koklata-700036 , 22. **MAYA RAHA** (PAN:AQZPR8581L), wife of Biswanath Raha, by occupation house hold duties, residing at Ulluberia, old canal side, near swimming pool, P.S.-Ulluberia, District-Howrah 23. **ANURANI PALIT** (PAN:ALCPP5461H), wife of Ashim Palit, by occupation house hold duties, residing at P.O-Battala, Hind Motor, B.B.D. Bag Road, Hooghly, 24. **SUBHANKAR BISWAS** (PAN:AURPB7972R), by occupation Govt. Service, 25. **DIPANKAR BISWAS** (PAN:AWIPB3648R), by occupation Service 26. **DIPALI BISWAS** (PAN:BYOPB9829H), nos. 24, 25 is son and no. 26 is daughter of Mridul Kumar Biswas, all are residing at 28, Chowduri Para 1st bye lane, P.O.-Santragachi, P.S.-Shibpur, Howrah 711104 27. **RANU GHOSH** (PAN:ADPPG2942P), wife of Bholanath Ghosh, by occupation house hold duties, residing at Vill.-Andul Bazar, P.O.-Andul Mouri, Howrah -711302, No. 20 to 23 and no. 27 is daughter of late Rajendra Nath Mitra and nos. 24, 25 is grandson and no. 26 is grand daughter of Late Rajendra Nath Mitra, All are by nationality Indian, by faith Hindu and hereinafter jointly called as “ **THE OWNERS /LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representative, successor-in-interest, nominee and assigns) of the **FIRST PART**

AND

RDB REALTY & INFRASTRUCTURE LIMITED, (CIN no. L16003WB2006PLC110039), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street,

1st Floor, Kolkata-700001, West Bengal, (PAN - AADCR8845C), represented by represented by one of it's director Mr. Pradeep Kumar Pugalia (PAN: AIUPP4838M), son of Sri Sumer Mal Pugalia, by faith Hindu, vide board resolution dated 14/02/2018 hereinafter referred to as the OWNER/DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its' successor-in-office, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND

_____ son of _____ residing at _____ hereinafter referred to as the **BUYERS/PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his Legal-heirs legal representatives executors administrators and assigns) of the THIRD PART.

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1 **ARCHITECT** shall mean _____ or any other firm of architects appointed by the Developer.
- 1.2 **BUILDING** shall mean the all such building/buildings/Towers and/or other structures to be constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
- 1.3 **PURCHASER** shall mean the said _____ and shall include his heirs legal representatives executors administrators and assigns
- 1.4 **CAR PARKING SPACE(S)** shall mean **ALL THAT** one covered Car Parking Space situated in the basement of the building/Tower _____ situated at the said Premises acquired by the Purchaser.

- 1.5 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
- 1.6 **COMMON EXPENSES/THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the **FORTH SCHEDULE** hereunder written.
- 1.7 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways. Lifts, Lift-shafts, pump rooms, machine room, water tank, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Developer in its absolute discretion at the time of making over of the possession of the said Flat (more fully and particularly described in the **THIRD SCHEDULE** hereunder written).
- 1.8 **COMMON AMINITIES AND FACILITIES** shall mean the facilities, which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective flats, (more fully and particularly described in the **SIXTH SCHEDULE** hereunder written).
- 1.9 **SAID PROPERTY** shall mean **ALL THAT** ALL that Pieces and Parcels of Bastu land admeasuring about 92 Decimal or 55 Kattah 12 Chittaks and 2 sq.ft. more or less with a 700 sq.ft. of pucca aged old dilapidated structure, in R.S. Dag No. 417, R.S. khatian No. 404, now L.R. Dag No. 446 and L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145), lying and situated in Mouza-

Andul, J.L. No. 29, P.S.-Sankrail, (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

1.10 **PLAN** shall mean the Building plan sanctioned by Howrah Zila Parishad being No. 242/032/HZP/EP dated 5/10/2016 and shall include such modification or variation as may be made by the Developer from time to time with prior sanction from the authorities concerned.

1.11 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Flat as hereinafter stated in **SEVENTH SCHEDULE**.

1.12 **DEVELOPER** shall mean the said RDB Realty & Infrastructure Limited, which including it's successor-in-office, executors, administrators and assigns.

1.13 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, watercourses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

1.14 **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT the said Flat No. _____ on the _____ floor** of the building being **Tower No. _____ commonly known as _____** containing an area of _____ **Sq. ft.** (be the same a little more or less) (Super Built-up Area) **TOGETHER WITH one covered car parking space in the said building/Tower _____ AND TOGETHER WITH** the undivided proportionate share in the land below and underneath the **building/Tower _____** comprised in the said Premises and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities and/or amenities comprised in the said building/ Complex.

W H E R E A S :

- A. All the pieces and parcels of Bastu land measuring about 108 Decimal in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 745, District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos.1306/3, 1533/1, 1822, 2272, 2273, 2276, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, was belonging to one Rajendra Nath Mitra since deceased, who was the absolute owner and occupier with respect to the aforesaid total land and which was recorded by his name in Revisional Settlement Khatian No. 404.
- B. Said Rajendra Nath Mitra while in peaceful possession and enjoyment of the aforesaid total 108 Decimal of landed property By a registered Deed of Gift in the year 1962, recorded in Book No. I, Volume No. 31, from Pages 164 to 166, Being No. 1338, gifted the specified and demarcated 4 Decimal or 2 Kattah and 8 Chittaks more or less of land out of the total 108 Decimal to Amit nath Mitra and Anjan Nath Mitra, both are sons of Rasbehari Mitra,
- C. By another registered Deed of Sale registered at Sub-Registrar office Domjur, in Book No. I, Volume No. 17, from Pages 282 to 288, Being No. 1303 for the year 1952 said Rajendra Nath Mitra for the consideration mentioned therein sold transferred and convey the specified and demarcated portion of 10 Decimal out of total 108 Decimal of Bastu land to one Akshay Kumar Ghosh.
- D. In several others occasions said Rajendra Nath Mitra has transferred all the demarcated and specified 4 Decimal and 2 Decimal out of the total 108 Decimal to one Bhadraswar Naskar and Gobinda Lal Bandapadhaya which has been subsequently purchased by one Netai Chandra Dhara and Smt. Rekha Rani Saha.
- E. By dint of the aforesaid Said Rajendra Nath Mitra while in peaceful possession and enjoyment of ALL THAT pieces and parcels and specified 88 Decimal of Bastu land out of the aforesaid total 108 Decimal of landed property, died intestate as a Hindu govern by the Dayabhaga School of Hindu Law, leaving behind his three sons namely 1. Roma Prasad Mitra, 2. Rupen Mitra, both are since deceased 3. Ramesh Mitra the present owner no. 1, and the eight daughters namely 1. Smriti kona Bose @ Sritikona Bose wife of Amarendra

Nath Bose, 2. Pritikona Rakshit wife of Dharendra Nath Raksit, both are since deceased 3. Joba Rani Bose, wife of Haradhan Bose, the present owner no. 20, 4. Santa Roy Chowdhury, wife of Monoranjan Roy Chowdhury, the present owner no. 21 5. Maya Raha, wife of Biswanath Raha, the present owner no. 22 6. Anurani Palit, wife of Ashim Palit, the present owner no. 23 7. Sova Rani Biswas, wife of Mridul Kumar Biswas, since deceased and 8. Ranu Ghosh, wife of Bholanath Ghosh, the present owner no. 27 and none else as his surviving legal heirs, and who are inherited the estates of late Rajendra Nath Mitra in equal 1/11 share as per the law of inheritance,

F. Said Rama Prasad Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 21/05/2006 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Gita Mitra, since deceased, one son namely Debi Prasad Mitra the present owner no. 2 and one Daughter namely Smt. Rita Paul wife of Surajit Paul, the present owner no. 3 and none else as his surviving legal heirs, thereafter after the demise of said Gita Mitra, said Debi Prasad Mitra and Smt. Rita Paul inherited the aforesaid estates of late Rama Prasad Mitra in equal $\frac{1}{2}$ share proportionate to $\frac{1}{22}$ share each upon the estate of late Rajendra Nath Mitra.

G. Said Rupen Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 17/12/1985 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Debika Mitra the present owner no. 4 and two sons namely 1. Debrup Mitra the present owner no. 5 and 2. Debraj Mitra the present owner no. 6 and none else who inherited the aforesaid estates of late Rupen Mitra in equal $\frac{1}{3^{\text{rd}}}$ share proportionate to $\frac{1}{33}$ share each upon the estate of late Rajendra Nath Mitra.

H. By a registered Deed of Sale executed by said Amit Nath Mitra and Anjan Nath Mitra jointly of the one part and said Debika Mitra of the other part, registered at the District Sub-Registrar office at Howrah in Book No. I, Being No. 87 for

the year 1982 said Debika Mitra for the consideration mentioned therein purchased total 4 Decimal or 2 Kattah and 8 Chittaks more or less (more particularly described in Part-II of the First Schedule, Schedule 'A' hereunder) of Bastu land within the aforesaid property in R.S. Dag No. 417, R.S. Khatian No. 404 from the said Amit Nath Mitra and Anjan Nath Mitra.

- I. Said Smritikona Bose @ Sritikona Bose while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 8/09/1997 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her six sons namely 1. Arup Kumar Bose, since deceased 2. Alok Kumar Bose, 3. Tapan Bose, 4. Partha Bose, the present owner no. 9, 5. Jayanta Bose, the present owner no. 10, 6. Bibek Bose the present owner no. 11, and five daughters namely 1. Archana Sinha wife of late Tarun Kumar Sinha the present owner no. 12, 2. Bandana Ghosh, wife of Debobroto Ghosh 3. Kalpana Nandi, wife of Pranab Nandi, the present owner no. 13, 4. Alpana Mitra, wife of Kanchan Mitra, the present owner no. 14, 5. Aparna Guha, wife of Arijit Guha, the present owner no. 16 and none else, said six sons and five daughters of late Smritikona Basu @ Sritikona Bose inherited the aforesaid estates of late Sritikona Basu in equal 1/11th share proportionate to 1/121st share each upon the estate of late Rajendra Nath Mitra.
- J. Said Arup Kumar Bose son of late Sritikona Basu @ Sritikona Bose also died intestate on 11/02/2000 as a Hindu govern by the Dayabagha School of Hindu Law leaving behind his wife namely Nandita Bose the present owner no. 7, and one son namely Sourajit Bose the present owner no. 8, as his surviving legal heirs who inherited the aforesaid estate of late Arup Kumar Bose in equal 1/2nd share equivalent to 1/242nd share each upon the estate of late Rajendra Nath Mitra.
- K. Said Bandana Ghosh, wife of Debobroto Ghosh, while in peaceful enjoyment of her aforesaid 1/121st share upon the estate of late Rajendra Nath Mitra, by a registered Deed of Gift date 11/06/2014, registered before Additional District Sub-Registrar office at Ranihati, in Book No. I, CD Volume No. 8, from Pages 185 to 194, Being No. 02518 for the year 2014, gifted her undivided share

upon the estate of late Rajendra Nath Mitra to the said Debraj Mitra, son of late Rupen Mitra the present owner no. 6 herein.

- L. Said Tapan Bose son of Smritikona Bose @ Sritikona Bose who was one of the co-owner among the First Parties herein with respect to the aforesaid property, died intestate on 26.09.2014 as a Hindu governed by Diyabhaga school of Hindu Law leaving behind his son namely Avishek Bose as his only surviving legal-heirs and said Avishek Bose by way of registered Deed of Gift Being No. 01044 of 2015, registered in the office of D.S.R.-Howrah, recorded in Book No. I, CD Volume No. 4, from pages 2681 to 2698, gifted his father's share ALL THE undivided proportionate share of said Tapan Bose measuring about 8 Chittaks and 36.65 sq.ft. or total 396.65 sq.ft. of Bastu land in R.S. Dag No. 417, now L.R. Dag No. 446, in R.S. Khatian No. 404, Mouza-Andul, to Nandita Bose, Alope Kr. Bose, and Partha Bose, Jayanta Bose, Bibek Bose, Archana Sinha, Kalpana Nandi, Alpana Mitra Aparna Guha, the present Owners no. 7 and 9 to 15 jointly.
- M. That Said Alope Kumar Bose son of Smritikona Bose @ Sritikona Bose being one of the co-owner with respect to the aforesaid property, following his urgent monetary requirements executed a Deed of Sale in favour of the Owner/Developer herein on 19th May, 2017 and inter alia for the valuable consideration as mentioned in the Deed, sold, transferred and conveyed his entire undivided share upon the said property measuring about 7 Chittaks and 37.22 Sq.ft. in R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza-Andul to RDB Realty & Infrastructure Ltd. the present developer herein. The said Deed of Sale was registered in the office of the District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2017, from Pages 115221 to 115248, Being No. 050104241 for the year 2017.
- N. Said Pritikona Rakshit @ Kona Rakshit while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 24/04/2012 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Ranendra Rakshit, since deceased 2. Kalachand Rakshit, the present owner no. 18, and one daughter namely

Sampa Sen, the present owner no. 19, and none else who inherited the aforesaid estates of late Pritikona Rakshit @ Kona Rakshit in equal 1/3rd share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.

- O. Said Ranendra Rakshit son of late Pritikona Rakshit @ Kona Rakshit also died intestate on 16/10/1987 as a Hindu govern by the Dayabagha School of Hindu Law leaving behind his wife namely Subrata Rakshit, and one son namely Dipendra Rakshit, the present owners nos. 16 and 17 herein as his surviving legal heirs who inherited the aforesaid estate of late Ranendra Rakshit in equal 1/2nd share equivalent to 1/66th share each upon the estate of late Rajendra Nath Mitra.
- P. Said Sova Rani Biswas @ Sova Biswas while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 04/01/2010 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Suvankar Biswas 2. Dipenkar Biswas and one daughter namely Dipali Biswas and none else the present owners nos. 24, 25 and 26, who inherited the aforesaid estates of late Sova Rani Biswas @ Sova Biswas in equal 1/3rd share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.
- Q. Thus on the basis of the aforesaid, the first parties and the Second Party herein jointly become the absolute owner of ALL the pieces and parcel of Bastu land now measuring about 87.15 Decimal or 52 Kattah 15 Chittaks and 18 Sq.ft. more or less, by way of inheritance from Late Rajendra Nath Mitra and Deed of Gift thereafter by said Bandana Ghosh and Avishek Bose and another 4 Decimal or 2 Kattah 8 Chittaks of land of Debika Mitra by way of purchase and another 7 Chittaks and 37.22 Sq.ft. of property by way of purchase by the second party herein as aforesaid, total 91.15 Decimal or 55 Kattah 7 Chittaks and 18 sq.ft. more or less of land in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, L.R. Dag No. 446 and now L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497,

2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145) (more particularly described in the SCHEDULE 'A' hereunder written, hereinafter referred to as "Said Property")

AND WHEREAS

- I. The Owners of the First Part has jointly entered into a registered Development agreement with the Promoter/Developer of the Second Part herein to commercially vibrate the Said Property by way of development project for individual and sellable residential as well as commercial accommodation within the property, the said Development was registered in the office of the Additional District Sub-Registrar at Ranihati and recorded in Book No. I, Volume No.0503-2017, from Pages 113835 to 113946, Being No. 5067 for the year 2017, and inter alia executed a Power of Attorney in favour of the Owner/Developer of the Second Part and empowered the Second party/Developer to entered into this Deed of Conveyance.
- II. With the intent of undertaking development of the said property by causing to be constructed thereon various blocks and/or building and the Developer has already caused a map or plan to be sanctioned by Howrah Zila Parishad Being memo No. 242/032/HZP/EP dated 5/10/2016 (hereinafter referred to as the said **PLAN** and the said Plan includes all modification and/or changes which may be made from time to time) and in accordance with the said Plan is undertaking construction of the Development project in several blocks to be commonly known as "**REGENT LAKE VIEW**".
- III. The Promoter/Developer of the Second Part has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no._____.
- IV. The Developer herein has declared to sell **ALL THAT** the **Flat No** _____, _____ **floor** on the _____ side of the said New Building at the said Premises being Tower No./Block No. _____ to be commonly known as "**REGENT**

LAKE VIEW” containing an area of _____ **Sq. Ft.** (be the same a little more or less) (Super Built-up) more particularly described in the Second Schedule hereunder which is from the part of the Developers’ allocation, as per the terms of the development agreement and the purchaser being desirous of acquiring and/or owning to said Flat **TOGETHER WITH** one covered Car Parking Space in the basement of the building situated at the said Complex in the said new building approached to the Developer for purchase the same;

- V. The Developer of the second Part has agreed with the proposal of the purchaser i.e. to sell the said Shop Room, morefully described in the SECOND SCHEDULE at a total consideration money of ` _____/- **(Rupees _____)Only;**
- VI. The Developers of the Second Part has agreed with the proposal of the purchaser i.e. to sell the said Flat along with the car parking morefully described in the SECOND SCHEDULE at a total consideration money of ` _____/- (Rupees _____) Only;
- VII. The purchaser has paid the total consideration money and the Developer has received total consideration amount of ` _____/- (Rupees _____) Only as per the memo of consideration below;

NOW THIS INDENTURE OF SALE WITNESSETH as follows:-

that in pursuance of the offer and acceptance as aforesaid and in consideration of ` _____/- **(Rupees _____) Only** paid by the Purchaser to the Developer herein as per the Memo of Consideration below the Owner/Vendor of the First Part and the Developer of the Second Part hereby grant, convey and transfer by way of sale, unto the Purchasers forever **ALL THAT** the **Flat No** _____, _____ **floor** on the _____ side of the said New Building at the said Premises being Tower No./Block No. _____ to be commonly known as **“REGENT LAKE VIEW”** containing an area of _____ **Sq. Ft.** (be the same a

little more or less) lying and situate on the Northern side in the _____ Block, more fully described in the Second Schedule hereunder written and depicted and shown fully in the plan annexed, being delineated in color RED therein, together with proportionate undivided interest in the other common facilities appurtenant to the said Flat and common areas and facilities of the said piece of land and the proportionate undivided share in the land below the building described in the First Schedule; **AND TOGETHER** with all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto along with proportionate undivided share in land (and the said Flat and other common areas, facilities and amenities etc. are hereinafter referred to as the said Flat) and all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vendors into and out of and upon the said Flat or any part thereof; **TO HAVE AND TO HOLD** the said Flat with undivided proportionate share of land at the said premises all ways and passages, staircase, water reservoir, drains, all easements, liberties, appendages, appurtenances, appertaining to said premises or any part thereof belonging to or in any way appertaining to the vendor usually held occupied or engaged therewith or reputed to belong or be appurtenant thereto or any part thereof and all the estate, right, title, interest of the property claim and demanded whatsoever both at law and equity of the vendors unto and upon the same or any part thereof relating to or concerning the said property hereby granted, conveyed and released or expressed or intended so to be unto or the use of the said purchaser absolutely and forever free and absolutely discharge from all encumbrances whatsoever. Also together with the benefits of the covenant for production of title related documents of the said property together with the right to use the staircase stated above, main entrance and path and passages from Panchayat Road upon staircase in common with other owners together with proportionate right along with other co-owners to common areas as mentioned in Third Schedule and common easement as mentioned in the Fifth Schedule herein below.

AND THE OWNER/VENDORS/DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- 1) **THAT** the Owners/Vendors have themselves good right, full power and absolute authority to grant and sell the said Flat hereby granted and sold or intended so to be unto and to the use of the Purchaser in the aforesaid manner.
- 2) **AND THAT** the Purchaser shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction, interruption and claim and demand whatsoever from or by the Owners/Vendors or any person or persons claiming under them or in trust for them or lawfully claiming any estate, right or interest whatsoever at law in the said Flat hereby granted, sold or expressed so to be.
- 3) **AND THAT** the property sold by virtue of this Deed is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Owners/Vendors and Developer and well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Owners/Vendors or any other persons lawfully claiming or claiming under or in trust for the Vendors.
- 4) **AND THAT** the Vendors and Developer shall from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Flat hereby granted and sold unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.
- 5) **AND THAT** the Vendors and Developer is bound severally by the covenant made by him in this Deed.

AND THE PURCHASERS DOES HEREBY COVENANT WITH THE VENDORS, AND/OR THE OWNERS OF THE OTHER FLATS IN THE SAID BUILDING AS FOLLOWS:-

- 1. THAT** the Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as, proportionate share of tax till the Flat is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer wall, stair case, Lifts, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc. as mentioned in Forth Schedule herein below.
- 2. AND THAT** the Purchasers shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other space, Flat or flat owners.
- 3. AND THAT** the Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other flat owners in the building should be obtained first.
- 4. AND THAT** the Purchasers shall not do or cause any act that may result into the slightest damage of the building.
- 5. AND THAT** the Purchasers shall use the common areas, spaces, services, and facilities without causing any disturbance or hindrance to the other flat owners.
- 6. AND THAT** the Purchasers shall not cause or allow to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said Flat or in the common areas or spaces.
- 7. AND THAT** the proportionate undivided interest of the Purchasers to the land shall remain undivided at all times with the other co-owners who may here before or hereafter have got right, title and interest in the other flats and it is declared that the interest in land shall remain impartibly.

8. AND THAT the Purchasers shall have right to use and enjoy all the common areas, Flats, amenities, conveniences and services etc. equally with the other Flat/space/flat owners and on and from this day whatever right title and interest of the Vendors has over the second schedule property shall ceased forever and the same vested upon the purchaser and on and from this day Purchaser became the absolute owner of the second schedule mentioned property **AND** the Purchaser shall be entitled to sell, give by way of gift, mortgage and/or otherwise transfer the said Flat to any person they may think fit and for that the Vendors, Developer or any other flat/ flats owner will not have any right to raise any objection.

9. AND the Purchasers, by virtue of this Deed, shall have their name mutated in all the Governments records including B.L. & L.R.O. and of the Panchayet and as long as the said Flat is not separately assessed for the purpose of ascertaining the municipal tax, the Purchasers will pay the taxes along with other flat/space owners in the building in proportion to his area of occupation in the whole building.

THE FIRST SCHEDULE, SCHEDULE-‘A’ ABOVE REFERED TO:

ALL that Pieces and Parcels of Bastu land admeasuring about 92 Decimal or 55 Kattah 12 Chittaks and 2 sq.ft. more or less with a 700 sq.ft. of pucca aged old dilapidated structure, in R.S. Dag No. 417, R.S. khatian No. 404, now L.R. Dag No. 446 and L.R. Khatian Nos. 1306/3, 1533/1, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, lying and situated in Mouza-Andul, J.L. No. 29,, P.O.-Amdul-Mouri, P.S.-Sankrail, Additional District Sub-Registrar office-Ranihati, District Sub-Registrar office-District: Howrah-I, District- Howrah, Pin-711302, within the local limit of Andul Gram Panchayat, forming the Part-I, Part-II and Part-III below:

PART-I

(Property inherited from Late Rajendra Nath Mitra)

ALL that Pieces and Parcels of Bastu land measuring about 88 Decimal or 53 Kattah 5 Chittaks and 11 Sq.ft. more or less, in R.S. Dag No. 417, R.S. Khatian No. 404, now L.R. Dag No. 446 and L.R. Khatian Nos. 1306/3, 1533/1, 65/1,

198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance presently being butted and bounded as follows:-

By North : 12'-00" wide Panchayat Road, thereafter Gramya Hitakari Balika Vidyalaya
By South : P.W.D. area, Andul Road
By East : Mohiari Road
By West : Pond at L.R. Dag No. 445

PART-II

(Property exclusively own by Debika Mitra by purchase)

ALL that Pieces and Parcels of Bastu land measuring about 4 Decimal or 2 Kattah and 8 Chittaks more or less in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos. 574/1 together with an old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance presently being butted and bounded as follows:-

By North : Part area of Dag No. 446
By South : P.W.D. area, Andul Road
By East : Mohiari Road
By West : Part area of Dag No. 446

PART-III

(Property exclusively own by the Developer herein by purchase from Aloke Kr. Bose)

ALL THAT the undivided 7 Chittaks and 37.22 Sq.ft. of land out of total 88 Decimal more or less, with a 100 Sq.ft. dilapidated old structure standing thereon in R.S. Khatian No. 404, R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 745, District-Howrah, now L.R. Khatian Nos. 2503 and 2504 (formerly 1533/1), within the limit

of Andul Gram Panchayat, including all sorts of easement right annexed thereto and appurtenance.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE PROPERTIES APURTENANT THERETO)

ALL THAT the **Flat No.**____ **on the** __ **floor,** __ side, containing an area of _____ Sq.ft. be the same or a little more or less within **the G+5** storied building, Block/Tower No. _____, forming part of the constructed residential cum commercial project namely 'REGENT LAKE VIEW' **TOGETHER WITH one demarcated and specified cover car parking space in the basement of the said building being lot no. _____** and **TOGETHER WITH** the undivided proportionate share in the land below and underneath the building and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in the common parts, portions amenities and facilities comprised in the said residential complex..

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts, Portions, features and amenities)

- a. Community Hall
- b. Gymnasium
- c. Multi Court
- d. Games Room
- e. Landscaped Lawns
- f. Children's Play Area
- g. Intercom Facility
- h. Generator for all common facilities
- i. Sufficient Generator backup for each flat
- j. Hi- Tech Security system
- k. Covered & Open parking space
- l. Food Court & Restaurant
- m. Water treatment plant
- n. Fire fighting system (as per norms)

- o. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- p. Drains and sewers from the premises to the Municipal Duct.
- q. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- r. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- s. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- t. Boundary walls of the premises including outer side of the walls of the building and main gates.
- u. Water pump and motor with installation.
- v. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- w. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- x. Windows/doors/grills and other fittings of the common area of the premises.
- y. Generator its installations and its allied accessories.
- z. Lifts and their accessories installations and spaces required therefore.
- aa. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

THE FORTH SCHEDULE ABOVE REFERRED TO

(Maintenance Charges)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flats.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flats.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Easement)

1. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common areas of the said Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified, accepting and re-serving unto and for the Vendors/Developer and/or other Co-Purchasers the right, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set-forth in the Sixth Schedule hereunder written.
2. The right of access in common with the Vendors/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said Building.
3. The right of way in common as aforesaid into and upon the common passages, driveways and entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicle over and along with driveways and pathways comprised in the said Building PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers and/or the Purchasers' servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise, the free passage of other person or persons including the Vendors/Developer entitled to such right of way as aforesaid along with such common passages, driveways and entrances as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Easements reserved for the Vendors/Developer)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendors/Developer and other Co-Purchasers and/or occupiers of the other part or parts of the said premises.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts and facilities.
2. The right of flow in common with the Purchasers and other person or persons as aforesaid of electricity and water from and to any part (other than the said Flat) or the Other Part or parts of the said Building through pipes, wires and conduits lying or being in under, through or over the said Flat as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the other part or parts of the said premises.
3. The right of protection of other part or parts of the said Building by all parts of the said Flat as the same can or does normally protect.
4. The right as would otherwise become vested in the Purchasers by means of any of the structural alterations or otherwise in any manner to lesson or diminish the normal enjoyment by other, part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the Said Flat for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes, wires and conduits as aforesaid **PROVIDED ALWAYS** and save in case of emergency the Vendors/Developer and occupiers of other part or parts of the said building shall give to the Purchasers a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

THE SEVENTH SCHEDULE SCHEDULE-
(HOUSE RULES)

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.
- (2) Children shall not play in the staircase or elevators of the Complex/Premises.
- (3) No Buyer/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No buyer/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the windowsills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.

- (11) Garbage and refuse from the apartments/flat shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (13) These house rules may be added to, amended or repealed at any time by the Developer and after formation by the Society/ Association.
- (14) Until formation of such Holding Organisation the Developer shall manage and maintain the said building and the common parts thereof.

6.4 The Buyer agrees that:

- (a) The Buyer shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **FORTH SCHEDULE** hereinabove at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Buyer shall be liable to pay all such expenses wholly if it relates to the Buyer's Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organisation in terms of these presents the employees of the Developer such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Developer and the Buyer shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) After the formation of the Holding Organisation the Buyer shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- (d) So long as each Flat in the said Premises shall not be separately mutated and separated the Buyer shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Flat in the said Building.
- (e) If the Buyer fails to pay the aforesaid expenses or part thereof within time as aforesaid the Buyer shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty days, the Developer or upon formation of Holding Organisation. Such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Buyer's flat/Flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

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

SIGNED and DELIVERED by the VENDORS, DEVELOPER and THE PURCHASER

in the Presence of:

WITNESS:

1.

OWNERS/VENDORS

2.

DEVELOPER

PURCHASER

Drafted by me and
prepared in my office:

, Advocate
Judge's Court at Howrah

Receipts and Memo:

R E C E I P T

RECEIVED of only and from the within named Purchaser, the sum of ` _____/- (Rupees _____) only being the within mentioned earnest money of the said Flat as per memo below:

MEMO

SN	PAY ORDER /D.D. No.	DATE	IN FAVOUR OF	BANK	AMOUNT
1.					

W I T N E S S :

1.

2.

[Developer]
