

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
.....**TWO THOUSAND AND NINETEEN (2019)**

BETWEEN

SRI SUDESHNU SINHARROY son of Late Debanarayan Sinharoy having **(PAN-ATHPS2766H)**, by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at Bara Kanthalia, P.O.- Sewli Telini Para & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700121, hereinafter called and referred to as the **“VENDOR/OWNER”** (which term or expression shall unless excluded by or repugnant to the context or meaning be deemed to include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

The Vendor herein are represented by their Constituted Attorney namely **(1) SRI BISWAJIT ROY** son of Sri Swaroj Roy having **(PAN-AFLPR9529M)** by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at C4m1 Room-III, CMDA Abasan, P.O.- Sewli Telini Para & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700121, **(2) SRI SUMAN CHATTOPADHYAY** son of Sri Basudeb Chatterjee having **(PAN-COPC0160D)** by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at 87/A, C Road, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, **(3) SRI AMIT MITRA** son of Sri Santosh Kumar Mitra having **(PAN-AIKPM3416G)** by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, & **(4) SRI JOYDEB PAL** Son of Late Sonabasi Pal having **(PAN-AGUPP2106J)** by faith- Hindusim, by Nationality- Indian, by

Occupation – Business, residing at 34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, partners of **“THIKANA” having (PAN-AAMFT3851G), a partnership firm,** having its office at C/O Joydeb Pal, 34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, by virtue of a registered Development Power of Attorney and the same was registered in the office of A.D.S.R. Barrackpore on 20.02.2018, copied in Book No-I, CD Volume No-1505-2018, Pages from 17284 to 17306, Being No-150500710 for the year 2018.

AND

“THIKANA” having (PAN-AAMFT3851G), a partnership firm, having its office at C/O Joydeb Pal, 34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, represented by partners **(1) SRI BISWAJIT ROY** son of Sri Swaroj Roy having **(PAN-AFLPR9529M)** by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at C4m1 Room-III, CMDA Abasan, P.O.- Sewli Telini Para & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700121, **(2) SRI SUMAN CHATTOPADHYAY** son of Sri Basudeb Chatterjee having **(PAN-COPC0160D)** by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at 87/A, C Road, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, **(3) SRI AMIT MITRA** son of Sri Santosh Kumar Mitra having **(PAN-AIKPM3416G)** by faith- Hindusim, by

Nationality- Indian, by Occupation – Business, residing at Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, & (4) **SRI JOYDEB PAL** Son of Late Sonabasi Pal having (PAN-AGUPP2106J) by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at 34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, herein after jointly referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless otherwise excluded by or repugnant to the context or meaning be deemed to include its successors-in-office, executors, administrators, representatives, assigns and/or nominees) of the **SECOND PART**.

AND

SMT. [PAN No.] daughter of
, by faith Hindu, by nationality Indian, by occupation Business, residing at
hereinafter called the **PURCHASER**
(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrator, representatives and assigns) of the **ANOTHER PART**.

WHEREAS one **Narayan Chandra Sadhukhan** was a recorded owner of a plot of land measuring about **18 Sataks** more or less which is lying and situated at **Mouza – Telinipara**, J.L. No. 10, Re. Su. No. 73, Touzi No. 439 comprised in R.S. Dag No. 3378 under R.S. Khatian No. 2913 within the local limits of Sewli Gram Panchayet under P.S. Titagarh in the District of North 24 Parganas.

AND WHEREAS while seizing and possessing the same said **Narayan Chandra Sadhukhan** sold and transferred a plot of land measuring about 01 Cottahs 04 Chittacks more or less by way of Registered Sale Deed which was duly registered before A.D.S.R. – Barrackpore and duly copied in Book No. I, Volume no. 2, Pages from 113 to 120, being No. 61 for the year 1996 in favour of **Sri Sudeshnu Singharoy**.

AND WHEREAS said **Narayan Chandra Sadhukhan** again sold and transferred an another plot of land measuring about 05 Cottahs 06 Chittacks 38 Sq. ft. more or less by way of Registered Sale Deed on 26.09.1996 which was duly registered before A.D.S.R. – Barrackpore and duly copied in Book No. I, Volume no. 142, Pages from 225 to 234, being No. 05804 for the year 1996 in favour of **Sri Sumantak Singharoy**.

AND WHEREAS while seizing and possessing the same said **Sri Sumantak Singharoy** gifted the aforementioned plot of land measuring about 05 Cottahs 06 Chittacks 38 Sq. ft. more or less by way of Registered Gift Deed on 13.06.2007 which was duly registered before A.D.S.R. – Barrackpore and duly copied in Book No. I, being No. 04647 for the year 2007 in favour of **Sri Sudeshnu Singharoy**.

AND WHEREAS by way of registered Sale Deed & Gift Deed said **Sri Sudeshnu Sinharoy** became the absolute owner of a plot of land measuring about **06 Cottahs 10 Chittacks 38 Sq.ft.** be the same or little more or less which is lying and situated at **Mouza – Telinipara**, J.L. No. 10, Re. Su. No. 73, Touzi No. 439 comprised in R.S. Dag No. 3378 under R.S. Khatian No. 2913 under P.S. Titagarh in the District of North 24 Parganas. And he mutated his name before Sewli Gram Panchayet and also mutated before B.L & L.R.O. vide L.R. Dag No. 3378 under L.R. Khatian No. 4899 and convert classification of land

‘Sali’ to ‘Bastu’. And has been paying rents & taxes to the authority concerned regularly and enjoying the said property freely without the hindrance from any angle and having every right to sell, convey and transfer the said property or any other terms and condition the landlords think fit and proper.

AND WHEREAS said **Sri Sudeshnu Sinharoy** present owner herein desirous to develop the said plot of land executed a Registered Development Agreement on 20.02.2018 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, CD Volume no. 1505-2018, Pages from 1724 to 17283, being No. 150500706 for the year 2018 in favour of “**THIKANA**” a partnership firm represented by its partners namely **Sri Biswajit Roy, Sri Suman Chatto, Sri Amit Mitra & Sri Joydeb Pal** and also execute a Registered Development Power of Attorney on 20.02.2018 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, CD Volume no. 1505-2018, Pages from 17284 to 17306, being No. 150500710 for the year 2018 in favour of **Sri Biswajit Roy, Sri Suman Chatto, Sri Amit Mitra & Sri Joydeb Pal** partners of “**THIKANA**”.

AND WHEREAS due to some mistake in Registered Development Agreement & Registered General Power of Attorney said **Sri Sudeshnu Sinharoy** present owner herein executed two registered Deed of Declaration on 15.11.2018 which is duly registered before A.D.S.R. Barrackpore and duly copied in Book No. IV, Being No. 150500731 for the year 2018 & 150500734 for the year 2018.

AND WHEREAS by virtue of the aforesaid Registered Development Agreements and Development Power of Attorneys developer prepared a building plan by an expert Architect / Engineer and submitted the same before the Sewli Gram Panchayet in their names and subsequently the said plan was duly sanctioned by the Sewli Gram Panchayet.

AND WHEREAS the present owner agreed to allow the developer to develop and / or build and erect the said multistoried building namely ‘**MANJUSRI**’ in the manner therein according to the plan sanctioned by the Sewli Gram Panchayet and also had given rights to the Developer herein to sell or dispose of the flats, shops, garages etc. of their allocation in the aforesaid proposed buildings to the intending Purchaser or Purchasers according to its own discretion and choice.

AND WHEREAS that Said the **LAND OWNERS** herein have jointly by a Registered Development Power of Attorney on 20.02.2018 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, CD Volume no. 1505-2018, Pages from 17284 to 17306, being No. 150500710 for the year 2018 appointed said “**THIKANA**” having (**PAN-AAMFT3851G**), a **partnership firm**, having its office at C/O Joydeb Pal, 34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, represented by partners (1) **SRI BISWAJIT ROY** son of Sri Swaroj Roy having (**PAN-AFLPR9529M**) by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at C4m1 Room-III, CMDA Abasan, P.O.- Sewli Telini Para & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700121, (2) **SRI SUMAN CHATTOPADHYAY** son of Sri Basudeb Chatterjee having (**PAN-COPC0160D**) by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at 87/A, C Road, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, (3) **SRI AMIT MITRA** son of Sri Santosh Kumar Mitra having (**PAN-AIKPM3416G**) by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District- 24 Parganas (North), Kolkata-700122, & (4) **SRI JOYDEB PAL** Son of Late Sonabasi Pal having (**PAN-AGUPP2106J**) by faith- Hindusim, by Nationality- Indian, by Occupation – Business, residing at

34(49/N) Surya Sen Sarani, P.O.- Nona Chandanpukur & P.S.-Titagarh, District-24 Parganas (North), Kolkata-700122 the Developer as their constituted attorney to do all the acts on their behalf written and described therein in the said Power of Attorney .

AND WHEREAS in terms of the Agreement and Development Power attorney, the Developer has started construction of a multi-storied building within the limit of Sewli Gram Panchayet, as per sanction plan of the said Municipality in the District of 24-Parganas (North) vide Building Plan No- .

AND WHEREAS the **PURCHASERS** herein pursued and inspected the title deeds, the development agreement , deed of Development power of attorney, the building sanction plan and other related documents in respect of the Schedule mentioned property and satisfied himself in regards thereto and approached to the **DEVELOPER** to purchase one flat out of the Developer's Allocation being **ALL THAT** piece and parcel of a Tiles floor residential Flat being no- on the **FLOOR** measuring about **Sq. Ft.** be the same and a little bit more or less of **super built up area** of the building called "**MANJUSRI**" which is lying and situated at **Mouza – Telinipara, J.L. No. 10, Re. Su. No. 73, Touzi No. 439 of the Sewli Gram Panchayet** lying and situate on the plot of land admeasuring an area of **06 Cottahs 10 Chittacks 38 Sq.ft** comprised in R.S. & L.R Dag No. 3378 under R.S. Khatian No. 2913 corresponding to L.R. Khatian No. 4899 within the local limits of Sewli Gram Panchayet under P.S. Titagarh, within the Ward No- of the **Sewli Gram Panchayet,,** , Dist-North 24 Parganas, Kolkata-700121 together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building & Land (**more fully written and described** in the **SECOND SCHEDULE** and **hereinafter referred to as the "Said FLAT)** at and for the agreed consideration

of **Rs.** **/- (Rupees** **)** only which is hereby affirmed, acknowledged and confirmed by the Land Owners.

The Owners and the Developer herein have specifically represented to the Purchaser that the said flat is free of encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owners and the Developer has full right, title and interest in the Said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owners and the Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owners and the Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the Said Flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers herein the Said Flat and his right, title and interest in the said property and that the Owners and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT: in consideration of the said sum **Rs.** **/- (Rupees** **)** only paid by the Purchaser herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the

Confirming party doth hereby admits and acknowledges and the Owners and the Developer and the Confirming Party doth hereby acquit, release and forever discharge the Purchaser from the payment of the same and every part thereof as well as the said **ALL THAT** piece and parcel of a Tiles floor residential Flat being no- on the **FLOOR** measuring about **Sq. Ft.** be the same and a little bit more or less of super built up area of the building called “**MANJUSRI**” which is lying and situated at **Mouza – Telinipara, J.L. No. 10, Re. Su. No. 73, Touzi No. 439 at Holding No- of the Sewli Gram Panchayet** lying and situate on the plot of land admeasuring an area of **06 Cottahs 10 Chittacks 38 Sq.ft** comprised in R.S. & L.R Dag No. 3378 under R.S. Khatian No. 2913 corresponding to L.R. Khatian No. 4899 within the local limits of Sewli Gram Panchayet under P.S. Titagarh, within the Ward No- of the **Sewli Gram Panchayet**, Dist-North 24 Parganas, Kolkata-700157 together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building & Land hereinafter collectively referred to as the SAID FLAT lying and situate at or upon the **FIRST SCHEDULE Premises** and /or a part or portion thereof with the common rights OR HOWSOEVER OTHERWISE the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular all erections, walls, structures, fixtures and soil thereof sewers, drains, ways, paths, water courses, lights, rights, liberties of ancient of other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions, remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every

part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owners and the Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be upto and to the use of the Purchaser free from all encumbrances liens and lispens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owners and the Developer or any person or persons from whom the Owners and the Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Owners and the Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owners and the Developer made done, occasioned or suffered to the contrary the Owners and the Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owners and the Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owners and the Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owners and the Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens,

lispendens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owners and the Developer or any person or persons claiming or to claim from through under or in trust for the Owners and the Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owners and the Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of the Purchaser in the manner aforesaid and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owners and the Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owners and the Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the Said Flat to any person of his own choice, trust for the Owners and the Developer into and upon the said trust for the Owners and the Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchaser for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, mattes or things whatsoever as aforesaid the Owners and the Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchaser in the

manner aforesaid and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever form or by the Owners and the Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owners and the Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owners and the Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Owners and the Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owners and the Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owners and the Developer and further that the Owners and the Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchaser in the

manner aforesaid as shall or may be reasonably required and the Purchaser hereby covenant with the Owners and the Developer that the Purchaser will and shall pay proportionate share of rates and taxes relating to the said premises until such time as separate assessment is made in respect of the said flat and the Purchaser further covenant with the Owners and the Developer herein that the Purchaser shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchaser and that the Owners and the Developer shall upon every reasonable request of the Purchaser and at the costs of the Purchaser execute further deeds and documents to perfect the title of the Purchaser and the Owner/Vendors assure that The Purchaser shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in **Common Parts of the Housing Building** as described in the **THIRD SCHEDULE** for the use occupation and enjoyment of the said flat as detailed in the hereunder written and/or describe and the PURCHASER shall the common expenses as detailed in the **FOURTH SCHEDULE** hereunder written and /or described.

II. THE DEVELOPER/CONFIRMING PARTY HEREIN AND THE OWNER/VENDOR HEREIN DOTH HEREBY CONVENANT WITH THE PURCHASER HEREIN AS FOLLOWS:

A. The interest which the Developer herein and the OWNERS/VENDORS herein do hereby profess to transfer, subsists and that Developer/Confirming Party herein and the Owner/vendor herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the

Purchaser herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.

B. It shall be lawful for the Purchaser herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer herein or the OWNERS/VENDORS herein or any person or persons claiming through under or in trust for the Developer herein or the Developer herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.

C. The Developer herein or the OWNERS/VENDORS herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchaser herein and in the manner aforesaid.

D. The Developer herein or the OWNERS/VENDORS herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchaser herein produce or cause to be produced to the Purchaser herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer herein, the Developer herein or the Owners/vendors herein) and also shall at the like request and costs of the Purchaser herein deliver to the Purchaser herein such attested or other copies or extracts there-from as the Purchaser herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

III. THE PURCHASER HEREIN DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/s/Flat/s wholly and the common areas proportionately and all other outgoings in connection with the said Unit/s/Flat/s wholly and the building and particularly the common areas proportionately including the common expenses and security deposit and maintain the Rules and obligation according to Fifth Schedule hereunder written and/or given.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. The said Flat/s in terms hereof shall be considered completed and vacant possession thereof shall be delivered by the Developer herein and the OWNERS/VENDORS herein with the execution of these presents to the Purchaser herein.

B. The Purchaser herein neither have nor shall claim from the Developer herein and/or the other co-owners any right title or interest in any other part or portion of the land and building SAVE the said share and the properties and rights appurtenant thereto and the said Unit/s/Flat/s and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.

:-FIRST SCHEDULE ABOVE REFFERRED TO:-

ALL THAT piece and parcel of a plot of **Bastu** land measuring about **06 Cottahs 10 Chittacks 38 Sq.ft.** together with proposed multi-storied building known as “**MANJUSRI**” which is lying and situated at **Mouza – Telinipara**, J.L. No. 10, Re. Su. No. 73, Touzi No. 439 comprised in R.S. & L.R Dag No. 3378 under R.S. Khatian No. 2913 corresponding to L.R. Khatian No. 4899 within the local limits of Sewli Gram Panchayet under P.S. Titagarh within the jurisdiction of A.D.S.R. Barrackpore in the District of North 24 Parganas. which is butted and bounded by–

ON THE NORTH : By R.S. Dag No. 3377(P);

ON THE SOUTH : By 60 ft. wide Barasat Road;

ON THE EAST : By R.S. Dag No. 3378;

ON THE WEST : By R.S. Dag No. 3378.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT)

ALL THAT piece and parcel of a **Marble floor** residential Flat being no-
on the **FLOOR** measuring about **Sq. Ft.** be the same and a little
bit more or less of **super built up area with lift facility** of the building
called “**MANJUSRI**” constructed on the said plot of land as described in the
FIRST SCHEDULE hereinabove written with undivided proportionate
impartible share of land in relating and liberties and common user of the drain,
plumbing and sanitary, fittings and connections and together with vertical
overhead underneath supporting and inserting terms and fittings and fixtures and
in and/or up on all the main load bearing, separating and all common walls in
and around the said flat **TOGETHER WITH** usual easements rights and
liberties of unobstructed of the common staircase, **lift** and the entrance door or
passage on the ground floor to egress and ingress to the landing to the said flat
as well as all rights, privileges, facilities as set out in the **THIRD**
SCHEDULE hereunder written, where the said flat is situate, lying at
and being on the **FOURTH Floor** forming a part of the said property
described in the **FIRST SCHEDULE** as shown in the attached map or plan
as part thereof **TOGETHER WITH** the undivided proportionate share of the

impartible right, title and interest in the said land and building complex which are mentioned and described in the **FIRST SCHEDULE**.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON FACILITIES & AMENITIES)

1. Areas:-

- [a]- Ultimate/Top Roof above the top floor of the building.
- [b]- Open and/or covered paths and passages of the building.
- [c]- Lobbies and stair cases of the building.
- [d]- Stair head room, Lift machine room and lift well of the Building.
- [e]- All walls [save inside wall of any Unit] and main gates of the building.

2. Water and Plumbing:-

- [a]- Water reservoirs of the building.
- [b]- Water Tanks of the building.
- [c]- Water pipes [save those inside any Unit].
- [d]- Installations for cease fire if any, of the building.
- [e]- Deep Tube Well.

3. Electrical Installation:-

- [a]- Wiring for lighting of building common portions.
- [b]- Electrical installation relating to meter for receiving electricity from electric supply agency.
- [c]- Pump and motor of the building.
- [d]- Lift and Lift machinery of the Building.
- [e]- Transformer.

4. Drains:-

- [a]- Drains, sewers and pipes of the building.
- [b]- Septic Tank.

5. Others:-

Other areas and installations and / or equipment as are provided in the building as extra costs for common use and enjoyments such as Computer Connection, Tele Vision, Internet Connection, Cable T.V. Connection.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[COMMON EXPENSES]

1. All costs of maintenance, operating, replacing, while washing, painting, rebuilding, reconstructions, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposits for supplies of common facilities and utilities.
4. Insurance premium for insuring the building against earthquake, fire-lightening, mob-violence, damage, civil emotion, etc.
5. Municipal taxes, multistoried building tax other outgoings, save those separately assessed on the respective flats.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land and buildings.
8. The expenses incurred for maintaining for common purposes.
9. All other expenses and outgoing as are deemed by the Vendor to be necessary for incidental for protecting the interest and right of the purposes.
10. All expenses referred to above shall be proportionately borne by the co-Purchaser on and from the date of taking charges and occupation of their

respective units but the purchaser shall not be liable to bear such charges in respect of the unsold flat.

IN WITNESS WHEREOF the parties do hereby put their respective hands and signatures on this Deed of conveyance in the presence of the following witnesses on this the day, month and year first above written.

Signed, Sealed and Delivered
in the presence of

WITNESSES :-

1)

As Constituted Attorney for and
on behalf of **SRI SUDESHNU**
SINHARROY.

Signature of the Vendors

2)

Signature of the DEVELOPERS

DRAFTED BY:

(**Mithu Ghosh**)
Advocate – Barrackpore Court
En : 497/2000

Signature of the Puchaser

Computer Composed by:

(**K. Das, Barrackpore**)

Received a sum of **Rs.** **/- (Rupees** **)** only
as full and final consideration money from the within named Purchasers in
the presence of the following witnesses by the following Memo of
Consideration-

MEMO OF CONSIDERATION :-

<u>Date</u>	<u>Cash / Cheque</u>	<u>Bank Name</u>	<u>Amount</u> <u>(Rs.)</u>
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Total : Rs. /-

(Rupees) only.

Witnesses :-

1.

2.

SIGNATURE OF THE DEVELOPERS