

Draft/Sample

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this _____ day of _____,
TWO THOUSAND AND _____ (20____)

BETWEEN

(1) SMT. DIPTI DUTTA (PAN NO. ADYPD 8607R), Wife of Mr. Sidharth Narayan Dutta, by religion - Hindu, by occupation - Retired, by Citizen - Indian, residing at FD -7, Flat No. - 3, Sector -III, Salt Lake City, P.O. Bidhannagar IB Market, Police Station - Bidhannagar (South), Kolkata - 700 106, **(2) SMT. ANURUPA ACHARYYA (PAN NO. AJVPA 5328 D)**, Wife of Late Anupam Acharjya, by occupation - Household duties, **2A) SRI. ANIRBAN ACHARYA (PAN NO. AJVPA 5366 M)**, son of Late Anupam Acharyya, by occupation - Business, both residing at Village - Khasmallick, Post Office - Dakshin Gabindapur, Police Station - Baruipur, Kolkata - 700 145, District - 24 Paraganas (South), both by faith - Hindu, both by Citizen - Indian, represented by their Constituted Attorney **MR. BIKRAM KUMAR SARAF (PAN: AVRPS6829B)**, Son of Mr. Binode Kumar Saraf, by faith Hindu, by Occupation- Business, Residing at 1, Jubilee Park, Flat No: 3N, Block-3, Police Station - Jadavpur, Post Office Tollygunge, Kolkata 700 033, hereinafter called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

....., hereinafter (jointly) referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the **SECOND PART**

AND

M/s I-RED PROJECTS LIMITED (PAN AABCI 9260J), a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office- Dharmatala, Police Station- Taltala, Kolkata- 700013, represented by its Director **MR. BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Binode Kumar Saraf, by faith- Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, Police Station -Jadavpur, Post Office- Tollygunge, Kolkata 700033, West Bengal , hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include its administrators, successors-in-interest and assigns) of the **THIRD PART**.

WHEREAS:

1. **ALL THAT** piece and parcel of land in Khatian Nos.656/1 and 658/1, Dag Nos.223, 222, 221, 225 and 214/875 under Mouza – Khasmullick, J.L. No.35, R.S. No. 190, within Sub-Registration office – Baruipur, Police Station – Baruipur, in the District of 24 Paraganas (South) was owned by one Sarasi Mohan Mahinta, Son of Late Kali Mohan Mahinta, who purchased undivided land measuring 27 Decimal equivalent to 16 Cottahs 5 Chittacks 37 Sq.ft. from the same Khatians and Dags from Co-Owners namely 1) Sailendra Kumar Roy Chowdhury, 2) Dwijendra Kumar Roy Chowdhury, 3) Sachindra Kumar Roy Chowdhury, 4) Nirmalendu Roy Chowdhury, 5) Kamalendu Roy Chowdhury, by virtue of Deed of Conveyance dated 31st October, 1958 registered in Baruipur Sub-Registration Office and recorded in Book No. I, Volume No. 94, Pages from 17 to 24 being No.8219 for the year 1958.
2. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 31st October, 1958 registered in Book No.I, Volume No.83, Pages from 244 to 252 being No.8228 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 29 Decimal equivalent to 17 Cottahs 9 Chittacks 9.5 Sq.ft. from the same Khatians and Dags from co-Owner namely Nirod Lal Roy Chowdhury, Saroj Kumar Roy Chowdhury, Nihar Lal Roy Chowdhury, Chittaranjan Roy Chowdhury, Monoranjan Roy Chowdhury, Sukumar Roy Chowdhury, Sanat Kumar Roy Chowdhury and Sisir Kumar Roy Chowdhury.
3. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 7th November, 1958 registered in Book No.I, Volume No.89, Pages from 174 to 181 being No.8348 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 19 Decimal equivalent to 11 Cottahs 8 Chittacks 11 Sq.ft. from the same Khatians and Dags from co-Owners namely Manick Lal Mitra, Molin Chandra Mitra, Deb Kumar Basu, Manas Kumar Basu, Tapas Kumar Basu and Swapan Kumar Mitra.
4. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 14th November, 1958 registered in Book No.I, Volume No.92, Pages from 167 to 177, being No.8423 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 38 Decimal equivalent to 23 Cottahs 0 Chittack 22 Sq.ft. from the same Khatians and Dags from co-Owners Sashindra Kumar Roy Chowdhury, Durga Charan Roy Chowdhury, Probodh Kumar Roy Chowdhury, Amal Kumar Roy Chowdhury, Acchudananda Roy Chowdhury, Samarendra Kumar Roy Chowdhury, Sajalendra Kumar Roy Chowdhury, Sabalendra Kumar Roy Chowdhury.
5. Tthe said Sarasi Mohan Mahinta by another Deed of Conveyance dated 19th January, 1959 registered in Book No.I, Volume No.17, Pages from 102 to 111, being No.503 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 41 Decimal equivalent to 24 Cottahs 13 Chittacks 26 Sq.ft. from the same Khatians and Dags from co-owners Anil Kumar Roy Chowdhury, Molin Kumar Roy Chowdhury, Lalit Kumar Roy Chowdhury, Ashoke Kumar Roy Chowdhury, Sushil Kumar Roy Chowdhury, Aloke Kumar Roy Chowdhury, Ashim Kumar Roy Chowdhury, Rabindra Kumar Roy Chowdhury.
6. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 11th March, 1959 registered in Book No.I, Volume No.81, Pages from 1 to 9, being No.6603 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 6 Decimal equivalent to 3 Cottahs 10 Chittacks 8 Sq.ft. from the same Khatians and Dags from Co-

Owners Dipak Kumar Roy Chowdhury, Sailendra Roy Chowdhury, Sarat Kumar Roy Chowdhury, Prafulla Kumar Roy Chowdhury, Arun Kumar Roy Chowdhury, Prabhat Kumar Roy Chowdhury, Srimati Naba Nalini Dasi.

7. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 3rd June, 1959 registered in Book No.I, Volume No.63, Pages from 170 to 171, being No.5170 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 1 Decimal equivalent to 9 Chittacks 31 Sq.ft. from the same Khatians and Dags from co-owner Ram Narayan Roy.
8. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 27th June, 1959 registered in Book No.I, Volume No.96, Pages from 258 to 265, being No.8738 for the year 1959 registered in the Baruipur Sub-Registration Office purchased undivided land measuring 10 Decimal equivalent to 6 Cottahs 0 Chittack 44 Sq.ft. from the same Khatians and Dags from co-owners Hirendra Kumar Roy Chowdhury, Sudhangshu Kumar Roy Chowdhury, Satyendra Kumar Roy Chowdhury, Sudhindra Kumar Roy Chowdhury, Srimati Gouri Mitra, Srimati Usha Mitra.
9. The said Sarasi Mohan Mahinta purchased 30 Decimal equivalent to 18 Cottahs 2 Chittacks 41 Sq.ft. of undivided land from the same khatians and same Dags from different co-owners in accordance with the their share namely 1) Arun Kumar Roy Chowdhury, 2) Sm. Naba Nalini Roy Chowdhury, 3) Probodh Kumar Roy Chowdhury, 4) Dipak Roy Chowdhury, 5) Sailendra Kumar Roy Chowdhury, 6) Profulla Kumar Roy Chowdhury, 7) Sarat Kumar Roy Chowdhury, 8) Umesh Chandra Ghose, 9) Krishnadhan Ghose, 10) Sachindra Chandra Ghose, 11) Bireswar Chandra Ghose, 12) Gobardhan Chandra Ghose, 13) Kishore Chandra Ghose, 14) Kamal Chandra Ghose, 15) Indu Madhab Ghose, 16) F.C. Ghosh, 17) Balaram Chandra Ghosh, 18) Rupendra Chandra Ghose, 19) Bijan Chandra Ghose, 20) Jharna Bala Ghose, 21) Sunil Chandra Ghose, 22) Radhagobinda Ghose, 23) Subhash Chandra Ghose, 24) Sushil Chandra Ghose, 25) Saroj Basini Ghose, 26) Samarendra Chandra Ghose, 27) Sukhen Chandra Ghose, 28) Sailen Kumar Roy Chowdhury, 29) Mihir Roy Chowdhury, 30) Probir Roy Chowdhury, 31) Balaram Roy Chowdhury, 32) Satyendra Nath Roy Chowdhury, 33) Ranjit Kumar Roy Chowdhury, 34) Nemai Kumar Roy Chowdhury, 35) Asrumoyee Roy Chowdhury, 36) Tarubala Roy Chowdhury, 37) Krishnalal Roy Chowdhury, 38) P.C. Roy Chowdhury, 39) Somendra Kumar Roy Chowdhury, 40) Rabindra Kumar Roy Chowdhury, 41) Monoj Kumar Roy Chowdhury, 42) Kanoj Kumar Roy Chowdhury, 43) Santosh Kumar Roy Chowdhury, 44) Sm. Renuka Bala Roy Chowdhury, 45) Benoy Krishna Roy Chowdhury, 46) Amar Krishna Roy Chowdhury, 47) Gobinda Krishna Roy Chowdhury, 48) Sunil Lal Roy Chowdhury, 49) Panchulal Roy Chowdhury, 50) Samir Kumar Roy Chowdhury, 51) Anath Nath Roy Chowdhury, 52) Sm. Krishna Benodini Dasi, 53) Sm. Nalini Balal Dasi, 54) Sm. Kamalini Dasi, 55) Sm. Nalini Bala Dasi, 56) Radhanath Roy Chowdhury, 57) Gopinath Roy Chowdhury, 58) Brojendra Nath Roy Chowdhury, 59) Patit Paban Roy Chowdhury, 60) Nabindra Kumar Roy Chowdhury and 61) Pitambar Roy Chowdhury.
10. By virtue of such purchases the said Sarasi Mohan Mahinta has acquired absolute right title and interest in the total land measuring 2.08 Acre equivalent to 126 Cottahs 0 Chittack 44 Sq.ft. of land .
11. By a Deed of Conveyance made on 30th day of May, One thousand nine hundred eighty the said Sarasi Mohan Mahinta sold transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of land

measuring 2.08 Acres more or less in Khatian No.656/1 and 658/1, Dag Nos.223, 222, 221, 225 and 214/875 of Mouza Khas Mullick, J.L. No. 35, R.S. 190 within S.R. Office Baruipur, Police Station – Baruipur, District – 24 Paraganas (South) to 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharjya, the then minor all minors were daughters and son of Late Anupum Acharya, all minors represented therein by their Natural Guardian Smt. Anurupa Acharyya, The said Deed of Sale was registered in the office of the Alipore South 24 Paraganas and recorded in Book No. I, Volume No.140, Pages from 76 to 87 being No.4360 for the year 1980.

- 12.** It was found that there were certain mistakes of the principal Deed of Sale dated 30.05.1980 and the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, all minors represented therein by their Natural Guardian mother Smt. Anurupa Acharyya, had executed a Deed of Declaration on 14th day of August, 1986 to the effect that the Principal Deed dated 30.05.1980 should be declared and corrected to the effect that in the schedule in the Principal Deed for the Khatian No.658/1 the words Khatian No.656/1 and for the words 224/875, the words 214/875 should be substituted and read and the correct schedule of the Principal Deed stood as under **ALL THAT** piece and parcel of land measuring 2.08 Acres more or less in Khatian No. 656/1, Dag Nos.223, 222, 221, 225 and 214/875 of Mouza Khas Mullick, J.L. No. 35, R.S. 190 within S.R. Office Baruipur, Police Station – Baruipur, District 24 Parganas (South). The said Deed of Declaration was registered in the office of the District Sub-Registrar at Baruipur and recorded in Book No.I, Deed No 15529 for the year 1986.
- 13.** By a Deed of Indenture made on 31st day of May, 1991, the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, sold transferred and conveyed free from all encumbrances **ALL THAT** demarcated piece or parcel of land measuring 3 (Three) Cottahs 23 (Twenty Three) Sq.ft. comprising Mouza Khas Mallick, Pargana Madanmolla, Touzi No. 250, R.S. No.190, J.L. No. 35, in R.S. Khatian No. 656/1, Police Station – Baruipur, District South 24 Parganas, Sub-Registrar of Baruipur to Smt. Dipti Dutta, the Owner No.1 hereinabove .Wife of Mr. Siddharth Narayan Dutta, at and for valuable consideration as mentioned in the said of Indenture. The said Deed of Indenture was registered in the office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 143, Pages from 43 to 60 being No.7964 for the year 1991.
- 14.** By another Deed of Indenture made on 31st day of May, 1991, the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, sold transferred and conveyed free from all encumbrances **ALL THAT** demarcated piece or parcel of land measuring 2 (Two) Cottahs 2 (Two) Chittacks 30 (Thirty) Sq.ft comprising with Mouza Khas Mallick, Pargana Madanmolla, Touzi No. 250, R.S. No.190, J.L. No. 35, in R.S. Khatian No.

656/1, Police Station – Baruipur, District South 24 Parganas, Sub-Registrar of Baruipur to Smt. Dipti Dutta, the Owner No.1 hereinabove, Wife of Mr. Siddharth Narayan Dutta, at and for valuable consideration as mentioned in the said of Indenture. The said Deed of Indenture was registered in the office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 143, Pages from 25 to 42, being No.7963 for the year 1991.

15. Due permission was obtained from the Learned District Judge, Alipore in respect of sale of minor's property.
16. By virtue of the aforesaid two Deed of Sale, the said Dipti Dutta have become the Owner of total area of land measuring 05 Cottahs 03 Chittacks 08 Sq.ft.
17. The said 1) Anirban Acharya, 2) Anindita Acharjya, 3) Aparajita Acharjya duly attained their age of majority.
18. The name of 1) Srimati Binapani Acharjya, 2) Srimati Anurupa Acharyya, 3) Anirban Acharya, 4) Anindita Acharjya, 5) Aparajita Acharjya have duly recorded in L.R.R.O.R. under L.R. kri khatian No. 317/2, 107/2, 99/1, 99/3, 99/2 respectively of Mouza – Khasmullick, J.L. No. 35, Police Station – Baruipur, District South 24 Paraganas.
19. The said Binapani Acharjya died intestate leaving behind her daughter in law Smt. Anurupa Acharyya, Wife of his deceased son Late Anupum Acharjya (**who died on 27th February' 1979**), grand son Sri Anirban Acharya and two grand daughters namely Smt. Anindita Singha (Acharjya) and Smt. Aparajita Banerjee (Acharjya) as her legal heirs and successors in respect to the estate left by her the undivided share of property belonged to Binapani Acharjya since deceased duly devolved upon Smt. Anurupa Acharyya, Sri Anirban Acharya Smt. Aparajita Banerjee (Acharjya) under the provisions of Hindu Succession Act, 1956.
20. By a Deed of Gift made on 27th day of June, 2012 registered with the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. I, Volume No. 21, pages from 3709 to 3722 being No. 06830 for the year 2012, the said Anindita Acharjya (Singha) and Aparajita Acharjya (Banerjee) gifted transferred and conveyed in favour of Anurupa Acharyya and Anirban Acharya, their mother and brother respectively in consideration natural love affection comprising with ALL THAT piece and parcels of land measuring 10 (Ten) Cottahs or more or less 16.50 decimals out of undivided 25 Cottahs out of 49.50 decimals out of 99 decimals together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2, of Mouza – Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station – Baruipur, District – South 24 Paraganas.
21. The said two sisters namely SMT. ANURUPA ACHARYYA and ANINDITA SINHA (ACHARJYA) affirmed an affidavit before the Learned Judicial Magistrate at Alipore, declaring that they have no objection in the matter of development of the First Schedule land and presently Dipti Dutta, Smt. Anurupa Acharyya and Anirban Acharyya are the joint owners of total area of land measuring 25 Cottahs 03 Chittacks 08 Sq.ft.
22. The abovenamed owners are jointly seized and possessed of sufficiently entitled to **ALL THAT** piece and parcels of land measuring 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of

which 5 (five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and **ALL THAT** piece and parcels of land measuring about 20 (Twenty) Cottahs more or less is belong-ed to Land-Owner No, 2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Khatian No.1250 (Owner No.1 Dipti Dutta) and under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2,(Owner No.2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA) of Mouza – Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station – Baruipur, District – South 24 Paraganas and have been possessing and enjoying the said property free from all encumbrances by paying tax to the Competent Authority and in the office of the Settlement records of right in their own name.

- 23.** The Owners have decided to make construction of a multi-storied Building by appointing Developer for better utilization of the property measuring about 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of which 5 (five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and the land measuring about 20 (Twenty) Cottahs more or less is belonged to Land-Owner No, 2 and 2A **SMT. ANURUPA ACHARYYA** and **SRI ANIRBAN ACHARYA** mentioned in the First Schedule below and were in search for a suitable Developer and
- 23A. *The land measuring 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft.in L.R. Dag No. 223 is the land belonging to the Development Project only.***
- 24.** The said Dipti Dutta, the Owner/Vendor No.1 hereinabove had entered and Agreement for Development with Mayfair Villa Private Limited having its registered office at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Police Station – Shakespeare Sarani, Kolkata – 700 017 represented therein by its two Directors Mr. Rahul Gupta and Mr. Gaurab Gupta, both Sons of Mr. Shishir Kumar Gupta with the terms and condition as mentioned in the said Development Agreement. The said Development Agreement was registered in the office of the District Sub-Registrar –IV at Alipore and recorded in Book No.I, CD Volume No.32, Pages from 2320 to 2356 being No.09145 for the year 2012.
- 25.** In pursuance to the said Development Agreement the said Dipti Dutta had executed a Power of Attorney in favour of said Mayfair Villa Private Limited conferred all the Powers as embodied therein. The said Power of Attorney was registered in the office of the District Sub-Registrar –IV at Alipore , South 24 Paraganas and recorded in Book No.I, CD Volume No.32, Pages from 2357 to 2370 being No.09146 for the year 2012.
- 26.** The said Smt. Anurupa Acharyya and Sri Anirban Acharya, the abovenamed Landowner No. 2 and 2A have entered and Agreement for Development with Mayfair Villa Private Limited having its registered office at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Police Station – Shakespeare Sarani, Kolkata – 700 017 represented therein by its two Directors Mr. Rahul Gupta and Mr. Gaurab Gupta, both Sons of Mr. Shishir Kumar Gupta with the terms and condition as mentioned in the said Development Agreement. The said Development Agreement was registered in the office of the District Sub-Registrar –IV at Alipore and recorded in Book No.I, CD Volume No.32, Pages from 2121 to 2157 being No.09143 for the year 2012.
- 27.** In pursuance to the said Development Agreement, the said Smt. Anurupa Acharyya and Sri Anirban Acharya, had executed a Power of Attorney in favour of said Mayfair Villa Private Limited conferred all the Powers as

embodied therein. The said Power of Attorney was registered in the office of the District Sub-Registrar -IV at Alipore , South 24 Paraganas and recorded in Book No.I, CD Volume No.32, Pages from 2436 to 2449 being No.09144 for the year 2012.

- 28.** Mayfair Villa Private Limited being the Constituted Attorney of the abovenamed Landowner Nos. 1, 2 and 2A for submitted a Building Plan with the Competent Authority for construction of a multi storied building upon the property comprising with an area of 25 Cottahs 3 Chittacks 8 Sq.ft. and the said Building Plan was duly sanctioned by the Competent Authority vide No. 302/342/KMDA dated 11.02.2014.
- 29.** Due to mutual understanding and settlement, all the abovenamed Owners and Mayfair Villa Private Limited are decided to cancel their respective Development Agreement on mutual consent whereby each parties would waive and/or relinquish their respective right, title, interest, claim and demand as arisen from the said Development Agreement.
- 30.** By a Deed of Cancellation of Development Agreement executed on 14th day of, July 2016 the Development Agreement dated 21st day of November, 2012 entered and executed between Smt. Dipti Dutta and Mayfair Villa Private Limited has been cancelled, rescinded and/or withdrawn with all effect. The said Deed of Cancellation of Development Agreement was registered in the office of the District Sub-Registrar -IV at Alipore, South 24 Paraganas and recorded in Book No.I, CD Volume No 1604-2016 Pages from 123551 to 123567 being No 160404569 for the year 2016.
- 31.** Accordingly said owner Dipti Dutta have revoked the Power of Attorney dated 21st day of November, 2012 which was given in favour of Mayfair Villa Private Limited duly registered with the office of the District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No.32 Pages from 2357 to 2370 being No.09146 for the year 2012 and also completely revoked all Powers or Authority thereby and thereunder given by them either expressly or impliedly, to all intents and purposes provided that nothing herein contained shall rendered invalid or ineffective any act, deed or thing lawfully or bonafidely done or caused to be done by the said Attorney under and by virtue of the power given to them before the revocation thereof. The said Revocation of Power of Attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No.1604-2016 Pages from 7633 to 7647 being No.160400362 for the year 2016.
- 32.** By a Deed of Cancellation of Development Agreement executed on 14th day of July, 2016 the Development Agreement dated 21st day of November, 2012 entered and executed between Smt. Anurupa Acharyya and Sri Anirban Acharya and Mayfair Villa Private Limited has been cancelled, rescinded and/or withdrawn with all effect. The said Deed of Cancellation of Development Agreement was registered in the office of the District Sub-Registrar -IV at Alipore, South 24 Paraganas and recorded in Book No. I, CD Volume No 1604-2016 Pages from 123362 to 123379 being No 160404568 for the year 2016.
- 33.** Accordingly said owners Smt. Anurupa Acharyya and Sri Anirban Acharya have revoked the Power of Attorney dated 21st day of November, 2012 which was given in favour of Mayfair Villa Private Limited duly registered with the office of the District Sub-Registrar-IV at Alipore,

South 24 Paraganas and recorded was Book No.I, CD Volume No.32 Pages from 2436 to 2449 being No.09144 for the year 2012 and also completely revoked all Powers or Authority thereby and thereunder given by them either expressly or impliedly, to all intents and purposes provided that nothing herein contained shall rendered invalid or ineffective any act, deed or thing lawfully or bonafidely done or caused to be done by the said Attorney under and by virtue of the power given to them before the revocation thereof. The said Revocation of Power of Attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No 1604-2016 Pages from 7648 to 7662 being No 160400361 for the year 2016.

34. The Owners have approached the abovenamed Developer for making construction of a multi-storied building in pursuance to the building plan duly sanctioned by the Competent Authority vide No. 302/342/KMDA dated 11.02.2014 in consideration of 30% built up area of the proposed newly constructed building in full and final settlement only as the total consideration in exchange of the said Property and the Developer will get the entire balance area.
35. Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the Owner, therein also described as the Owner and the Developer, therein also described as the Developer, hereto entered into an Agreement on 15th Day of July, 2016 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded in Book No. I, CD Volume No. 1604-2016, Page No. 126029 to 126100, being Deed No. 160404622 for the year 2016.
36. In terms of the said Development Agreement, the said Owners appointed the Developer for developing the said premises upon constructing new buildings thereon in terms of the sanctioned plan, on the terms and conditions recorded thereunder and further the Owner empowered the Developer to carry out such development effectively and to sell the covered areas and/or saleable areas of the Developer's Allocation to the prospective Purchaser of the units and/or flats and to receive and appropriate the process and/or consideration thereof on account of the Developer more particularly described in the said Development agreement dated 15th Day of July, 2016.
37. In terms of the said Development Agreement, said Owners granted a power of attorney in favour of MR. BIKRAM KUMAR SARAF (PAN AVRPS6829B) on 28th Day of July, 2016 and the said power of attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded in Book No. I, CD Volume No. 1604-2016, pages 133177 to 133197 being No. 160404923 for the year 2016 (hereinafter referred to as the ` power of attorney granted by the Owners`).
38. After the said Development Agreement, the Developer herein has caused a Building Plan sanctioned by the Competent Authority vide No. REVISED 477/607/KMDA dated 17/05/2017 (hereinafter referred to as the said PLAN).
39. In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed

independently (hereinafter called the **SAID BUILDING**) as per the said Plan.

40. In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
41. The Developer entered into agreements with various prospective Purchasers including the present purchaser for the purpose of constructing, erecting and completing their respective offices/Units/commercial space together with common parts, facilities and amenities, out of the Developer's Allocation.
42. Out of the consideration paid under the agreements entered into between the Developer and the prospective Purchasers, including the Purchaser herein a part of the consideration amount was agreed to be appropriated towards reimbursement of the amount to be paid by the Purchaser to the Vendor in terms of the said Development Agreement for acquiring undivided proportionate share or interest of the Vendor in the said Land together with share in the common parts and facilities and the other part was agreed to be treated as costs of construction and completion of the said building.
43. By an Agreement entered into on between the Confirming Party herein and therein referred to as the Developer and the Purchaser, therein also referred to as the Purchaser of the Second Part (hereinafter called the **SAID AGREEMENT FOR SALE**) the said Developer has agreed to construct, erect and complete and to sell and transfer **ALL THAT** the Residential Flat being No. on the Floor, measuring an area Sq.ft. (Super Built up area) together with one Medium size Car Parking Space measuring Sq.ft. (Super Built up area) on the Ground Floor **Open/covered** space of the new building at the Said Premises morefully described in the First Schedule hereunder written, together with the proportionate, undivided, impartible share in the land and on the common areas, facilities and amenities in the Building (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID UNIT**) as shown in the Sketch Plan annexed hereto delineated and marked with Red Borders to the Purchaser herein for a total consideration of **Rs. /- (Rupeesonly)** together with other expenses hereinafter written and on such terms and conditions as morefully mentioned therein and hereinafter appearing.
44. This deed of conveyance shall be deemed to have commenced on and with effect from the dated of execution of this presents (hereinafter referred to as the Commencement date).

45. Prior to the execution and registration of the Deed of Conveyance, the Owners herein assure, represent and confirm that -

(i) Vendors/Owners are the joint owners of the First Schedule Property.

(ii) The present Owners further confirm that save and except them, no one can claim any right title interest in the First Schedule Property.

(iii) That there is no legal bar or impediment in the Owners/Vendors transferring and selling the said proportionate share of Land in favour of the purchaser herein.

(iv) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the Power of Attorney, the Developer is absolutely entitled to the Developer's Allocation.

(v) That the recitals of title mentioned hereinbefore are true and factual and the Vendors have not suppressed any facts relating to the title of the said Premises and there are no other incidents relating to the said Premises other than those that are recited hereinabove.

46. Prior to the execution and registration of the Deed of Conveyance, the Purchaser assures, represents and confirms that -

(i) The Purchaser has inspected the title of the Seller in respect of the Premises searched through the documents and satisfied thereof;

(ii) The Purchaser has inspected the building Plan duly sanctioned by the Competent Authority.

(iii) The Purchaser has also satisfied as to the measurement/area of the SAID UNIT and has agreed not to challenge or dispute the same in any manner whatsoever.

(iv) The Purchaser has agreed not to raise any objection regarding Title of the said premises and the Developer shall be entitled to modify or alter the said Plan and/or submit revised Plan in respect of the said building except the said Unit to which the Purchaser hereby consented and agreed.

(v) The Purchaser has fully satisfied with the materials used and the construction work regarding the Building and the said UNIT and the purchaser has no objection regarding the same and fully satisfied with the same.

FF. The Developer represented that ---

(i) The Developer has constructed and completed the said Unit as per the specification mentioned in the said Agreement for sale.

(ii) Developer has full right and absolute authority to execute this Conveyance and to deal with the said Unit.

(iii) That the said Unit is free from all encumbrances of every nature and kind including, but not limited to, lis pendens, attachments, liens, charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or statutory prohibitions.

GG. That the undivided share in the land shall be the land only underneath the building and such undivided share shall be determined by the Developer in its absolute discretion and shall always remain impartible.

HH. That the right of the Purchaser shall remain restricted to the said UNIT only and shall have no right nor shall claim any right over and in respect of other Units and/or other spaces both open and covered space.

II. The said Building has been completed with such materials and specifications such specifications recommended by the Architect and in no event the Purchaser shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specification and the Buyer hereby consents to the same.

JJ. That Both the Developer and the Owners have agreed to transfer the said UNIT in favour of the Purchaser.

KK. In pursuance of the said Agreement for Sale, the Purchaser herein from time to time made payment of the full consideration money agreed to be paid by the Purchaser to the DEVELOPER and the Developer has constructed erected and completed the said unit for and on behalf of and on account of the Purchaser.

LL. The Purchaser has now called upon the Vendor and the Developer to convey and transfer to the Purchaser the said UNIT together with proportionate, undivided, impartible share or interest of the Vendor in the land upon which the said building is constructed together with the proportionate share in the common areas, parts and facilities for consideration of a sum of **Rs. /-** (Rupees only) being the amount paid by the Purchaser to the Developer in terms of the said Agreement for Sale.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in consideration of the sum of **Rs. /-** (**Rupees only**) being the amount paid by the Purchaser to the Developer/ Confirming Party herein in terms of the said Agreement for sale and appropriated in the manner stated hereinabove (the receipt whereof the Confirming Party doth hereby admit and acknowledge and the Vendor and the Confirming Party doth hereby acquit release and discharge the said Unit together with proportionate, undivided, impartible share in the said land upon which the said building is constructed together with proportionate share in the common areas, parts and facilities in the said premises) the Vendor doth hereby grant transfer sell convey assign and assure unto and to the use and benefit of the Purchaser **ALL THAT** the Residential Flat being No. on the Floor, measuring an area Sq.ft. (Super Built up area) together with one Medium size Car Parking Space measuring Sq.ft. (Super Built up area) on the Ground Floor **Open/covered** space of the new building at the Said Premises morefully described in the First Schedule hereunder written, together with the proportionate, undivided, impartible share in the land and on the common areas, facilities and amenities in the Building (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID UNIT**) Together with rights of user and enjoyment in common with the other Co-owners of the common parts, the common amenities and the common conveniences in the said Building more fully and particularly described in the **Third Schedule** hereunder written **AND TO HAVE AND HOLD** The same unto the Purchaser absolutely and forever free from all encumbrances trusts liens lis pendens and attachment whatsoever **SUBJECT NEVERTHESS** to the easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the proportionate, undivided, impartible share in the said land and other rights appurtenant thereto as set out in the **THIRD SCHEDULE** hereto and subject to such restrictions contained in the **FOURTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **FIFTH SCHEDULE** hereunder written **AND THAT** the Vendor, and the Developer do hereby relinquish and disclaim all their respective right title interest into or upon the said Unit and proportionate, undivided, impartible share in the said land in favour of the Purchaser herein.

II. THE VENDORS AND DEVELOPER/ CONFIRMING PARTY, DO HEREBY COVENANT WITH THE PURCHASER as follows:

- a) The interest which the Vendor and the Developer hereby profess as to transfer subsists and that they have good right full power and absolute authority and indefeasible title to grant convey transfer and assure the said Unit hereby granted conveyed transferred assigned and assured unto the Purchaser in the manner aforesaid.
- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat / Unit and to receive the rents issues and profits thereof without any interruption hindrance claim or demand or disturbance whatsoever from or by the Vendor and the Developer or any person or persons claiming through under or in trust for them.

c) The said Unit is freed and discharged from and against all manner of encumbrances whatsoever and the vacant possession shall be handed over to the Purchaser subject to payment of full consideration amount and other dues by the Purchaser.

d) The Vendor and the Developer shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for better or more perfectly acquiring the said Unit unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

e) The Vendor and the Developer as the case may be shall unless prevented by fire or some other inevitable accident from time to time and at all materials time hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or through Attorney or agents at any trial commission examination or otherwise as occasion shall require all or any of the deeds documents and writings in respect of the said property AND ALSO shall at the like request deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY as follows:

1. The Purchaser so as to bind the owner for the time being of the said Unit and so that this covenant be for the benefit of the said building and other flats therein and every part thereof hereby covenants with the Vendor and owners of other flats comprised in the said building that the Purchaser and all other person deriving title under these presents will at all times hereinafter observe the restrictions set forth in the FOURTH SCHEDULE hereto.

2. On and from the date hereof, the Purchaser shall at all materials times hereafter regularly and punctually make payment of all Taxes, rates, impositions, levies and all other outgoing whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Unit.

3. To keep the said Unit and other partly walls, sewers, drains, pipes cables wires and in particularly without prejudice to the generality of the foregoing so as to shelter support and protect the parts of the building other than the said flat/Unit.

4. That the Purchaser covenants with the vendor/developer that she/he shall abide with all terms and conditions of the development/sale agreement for effective maintenance/development/construction of the aforesaid building at the said premises and shall at all times extend his cooperation to the vendor/developer and maintenance-In-Charge namely _____

5. The Purchaser shall keep the vendor/confirming party/other co-owners indemnified against all losses and damages which they may suffer or incur due to any act done committed by the Purchaser.

6. The Purchaser shall not do any act, things, deeds or decline to take any step whereby right of the vendor and/or other occupiers/Purchasers of the owner portions of the said land/unit may be prejudiced.

7. That the Purchaser shall not only pay for her own share of rate, taxes and imposition/maintenance charges but also pay rates/tax charges in respect of common portions as well as the undivided undivisible proportionate share in the said land including proportionate lease rent payable to the PWD Department.

8. That the Purchaser is fully satisfied about the workmanship and the quality of the construction of the said unit as well as installation of additional fittings and fixtures and or the facilities provided in the said unit and the building by the developer and doth hereby covenants that they shall not raise any objection in respect thereof or in respect of the payment of any sums thereof.

9. That it is further confirmed that the Purchaser will have common right in the roof above 7th Floor and not any other roof.

10. That the Purchaser will have right on the roof above 7th Floor only (in front of Community Hall).

11. The Purchaser will be liable to pay maintenance charges @ Rs...../- per Sq.ft. and shall pay in advance the said maintenance charges for 14 months in advance in respect of the said Unit, to the Developer or _____, a company nominated by the Developer as Maintenance-in-charge. It is further agreed that every year the maintenance charges shall be reviewed and if necessary the same will be increased.

12. That all Taxes shall be payable by the Purchaser from the day of having her possession of the said UNIT.

13. The full costs charges and expenses for making any additions or alterations and/or changing at the request of the Purchaser any specification with regard to construction of the said Unit and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit shall borne by the purchaser. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said unit and/or the common areas and installations ultimately resulting in delay in the delivery of possession of the said Unit to the Purchaser, the Developer shall not be liable for any interest damage compensation etc. that may be suffered by the Purchaser thereby.

14. EXTRAS AND DEPOSITS: In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove, the Purchaser shall also pay to the Developer:

- (i) the proportionate costs, charges, expenses for procuring electricity connection in the Building (including for wiring, cabling, etc.,) from the WBSEDCL Limited.
- (ii) the proportionate amount of Security Deposit and other costs payable to the WBSEDCL Ltd., for the electric meters for maintenance running and operating any of the Common Areas and Installations.
- (iii) the proportionate costs, charges and expenses for purchase and installation of the Generator with its equipments and accessories and providing for supply of power of maximum 700 Watts for an area of 1000 Sq.ft. during WBSEDCL power failure.
- iv) Proportionate costs charges and expenses for formation of the Association.
- v) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- vi) Proportionate annual lease rent payable to the PWD Department.
- vii) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- viii) Sinking fund and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building as may be determined by the Developer in its absolute discretion.
- ix) Sales Tax, if applicable, and/or Service Tax on construction or transfer of the said Unit.

15. It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest.

16. That in future if the Central Govt. of India or Govt. of West Bengal shall impose any income tax upon the Govt. valuation in respect of the said flat which is fixed by the competent Registry office to the Owners and the Developer then the Purchaser shall be liable to pay the said extra taxable amount to the Owners and the Developer if required.

17. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT: As from the date of possession, the Purchaser covenants:

- (a) To co-operate with the Developer and/or _____, the maintenance -in-Charge in the management and maintenance of the new building and/or the premises and formation of the association.
- (b) To observe the rules framed from time to time by the Developer and/or _____, the maintenance -in-Charge for the common purposes.
- (c) To allow the Developer/ _____ Ltd., the maintenance -in-Charge and its workmen to enter into the said unit for completion and for the common purposes;
- (d) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said unit wholly.
- (e) To deposit the amounts reasonably required by the Developer and/or _____, the maintenance -in-Charge towards the Purchasers' liability for the rates, taxes and other outgoings.
- (f) To pay for electricity and other utilities consumed in or relating to the said unit;
- (g) To use the said unit for residential purposes;
- (h) Not to put any article including name-plate and letter box SAVE at the place approved or provided by the Developer and/or _____, the maintenance -in-Charge; and
- (i) Not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (j) To maintain at his own costs, the said Unit in the same good condition state and order in which it be delivered to him and abide by all laws bye-laws rules regulations and restrictions of the Government, Panchayat, WBSEB, Fire Department, Authorized Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under the West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local bodies as regards user and maintenance of the Building and to make such additions and alterations in or about or relating to the said Unit and/or the said Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without

holding the Developer or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein.

- (k) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned Panchayat.
- (l) To sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the WBSEDCL in the name of the Purchaser. Until separate electric meter in respect of the said Unit be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from the sources of the Developer and install at the cost of the Purchaser an electric sub-meter in or for the said Unit and the Purchaser shall pay all charges for electricity consumed in or relating to the said Unit.
- (m) unless the right of parking motor car is expressly granted and mentioned in the **SECOND SCHEDULE** hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the Building) **AND** if the right to park car is so expressly granted and mentioned in the within stated **SECOND SCHEDULE** the Purchaser shall use only the Car Parking Space so granted and that too only for the purpose of parking of his medium sized motor car without obstructing ingress and egress of other Cars of the Co-owners.
- (n) To bear and pay and discharge the following expenses and outgoings: -
 - (i) Panchayat rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the concerned Panchayat Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer the proportionate share of all such rates and taxes assessed on the said premises.
 - (ii) All other taxes impositions levies cess and outgoings (including Building Tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Developer or any of them and the same shall be paid by the Purchaser wholly in

case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.

- (iii) So long the Association is formed and/or start maintaining the common area of the building, charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to _____, the maintenance -in-Charge or the appropriate authorities as per the direction of the Developer.
- (iv) So long the Association is formed and/or start maintaining the common area of the building, the Purchaser shall pay proportionate share of all Common Expenses (including those mentioned in **FIFTH SCHEDULE** hereunder written) to _____, the maintenance -in-Charge from time to time.
- (v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be;
- (vi) To observe such other covenants as be deemed reasonable by the Developer from time to time for the Common Purposes.
- (vii) Observe such other covenants as be deemed reasonable by the Developer or the maintenance-in-charge and upon formation of association by the association for the common purposes;
- (o) So long the Association is formed and/or start maintaining the common area of the building, _____, the maintenance -in-Charge shall manage and maintain the new building and the premises and the Purchaser shall pay to the _____, the maintenance -in-Charge all common expenses **SUBJECT TO** increase from time to time.
- (p) The said payments and/or deposits for maintenance and other such charges shall be made within 7th (seven) day of month for which the same be applicable, in case of monthly payments and otherwise, within 8 (eight) days in favour of _____, the maintenance -in-Charge.

(q) All amounts to be deposited by the Purchaser in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.

(r) If there is any breach or violation of the terms and conditions by the Purchaser or her successors-in-title or interest or assignee here above, the Developer shall be entitled to have such sale and/or transfer cancelled and to recover possession of the said unit forthwith.

18. Purchaser shall not raise any objection in the naming of the building by the Developer and putting logo thereof in anywhere in the building by the Developer.

IV. AND THE PARTIES DOTH HEREBY COVENANT WITH EACH OTHER as follows :

ASSOCIATION :

1. The Developer shall form the Association and the unit holders shall be made the members thereof with equal powers therein. in other words, each unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) unit.

2. The Purchaser shall bear and pay the proportionate costs of formation and expenses of the Association as mentioned hereinabove and shall pay for acquiring and holding membership with proportionate voting rights.

3. The name of the building shall be "I Red Nivriti" or such name as may be decided by the Developer at its absolute discretion and the Developer shall be entitled to display the said name through hoarding and electronic display board at such place as may be decided by the Developer and the Purchaser shall not raise any objection thereto. The Developer shall maintain the said hoarding and its representatives shall have clear access to the said hoarding.

V. RIGHTS RESERVED BY THE DEVELOPER

A. The following area shall be reserved by the Developer in its absolute discretion:

(i) The space/room, over-head water tank and lift machine room, a room below the machine room, toilet on the said Roof and all open spaces of or in the said premises and also the constructed space in the Ground Floor of the Building, all construction above Seventh Floor (except space in front of Community Hall) including Ultimate Roof and all open and covered Car Parking Spaces shall be the property of the Developer and the same shall not be claimed by the Purchaser and shall belong to and remain

the exclusive property of the Developer, and the Developer shall have the full free and exclusive right:

- (ii) To use the same in such manner and for such purpose as the Developer may in their absolute discretion deems fit and proper.
- (iii) To make constructions, new constructions, additions and/or alterations from time to time thereon or thereto or therein or on any part thereof and to connect all common facilities and utilities in or for the said Building to such constructions and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Areas of the said premises) for such construction additions alterations and connections as be deemed by the Developer to be expedient for the same (notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit).
- (iv) To deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any constructions thereon or thereto to any person and on such terms and conditions as the Developer in its absolute discretion shall think fit and proper and appropriate the sale proceeds arising thereby.

And the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively.

- (v) The Purchaser shall have the right to use the Ultimate roof of the Building in common with the Developer and all persons expressly permitted by the Developer or any of them.

B. In particular and without prejudice to the rights of the Developer hereinbefore contained, it is also expressly agreed and recorded as follows:-

- (i) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the open spaces at the ground level surrounding the Building at the said premises and also the covered spaces in the Ground Floor and Basement of the Building (including Parking Spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper.
- (ii) The Developer shall, notwithstanding anything to the contrary elsewhere herein contained, fully entitled to enclose the open spaces at the ground level surrounding the Building (save and except the common driveway) and use or allow or transfer the same to any person or persons at such consideration and on such terms and conditions as

the Developer may deem fit and proper and the Purchaser shall not be entitled to raise any objection with regard thereto and no consent of the Purchaser shall be required.

- (iii) In the event the Developer make any further or additional construction or additions or alterations, the proportionate undivided share of the Purchaser in the land comprised in the said premises as also in the Common Areas and Installations shall stand reduced proportionately and for that the Purchaser shall not claim any amount from the Developer or any of them.
- (iv) The proportionate share of the Purchaser in various matters referred herein shall be such as may be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (v) The Purchaser individually or along with the other Purchaser will not require the Developer or any of them to contribute a proportionate share of the maintenance charges of the units, which are not alienated or agreed to be alienated by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the said Property/Premises)

(PROPERTY OWNED BY LAND OWNERS)

ALL THAT piece and parcels of land measuring 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of which 5 (five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and **ALL THAT** piece and parcels of land measuring about 20 (Twenty) Cottahs more or less is belong-ed to Land-Owner No, 2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Khatian No.1250 (Owner No.1 Dipti Dutta) and under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2,(Owner No.2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA) of Mouza - Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station - Baruipur, District - South 24 Paraganas together with easement rights and quasi easement rights of adjoining common passage, and butted and bounded as under:

ON THE NORTH	:	Appaswami Associates
ON THE SOUTH	:	Open land of Goutam Bagchi
ON THE EAST	:	Pond of Niva Das & Suken Das
ON THE WEST	:	Land & Building of Mantu Mondal

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Unit)

ALL THAT the Flat in or portion of the Building being **Unit No.** containing an area of Square feet (Saleable area) more or less on thefloor (as shown in the map annexed hereto duly

bordered in 'RED' thereon) in the Building known as "IRED NIVRITI" **TOGETHER WITH right to park one medium sized motor car at such Open place in the premises as be expressly demarcated by the Developer at or before the date of possession.**

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas & Installations- common to the Co-owners)

1. Staircases, lobby and landings having windows with standard section of wood and glass panes with staircover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift.
3. Electrical installations with main switches and meters and space required therefor.
4. 4 passenger lift with all machinery accessories and equipment (including lift machine room) and lift well for installing the same.
5. Water pump with electric motor.
6. Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different units and from the underground water reservoir to the over-head water tank.
7. Water waste and sewage evacuation pipes from all or any of the units to drains and sewers common to the Building
8. Ultimate roof of building

PART-II

(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)

- Foundation: RCC strip footing with anti-termite treatment in foundation.
- Structure: RCC framed structure with 10" and 8" masonry walls and 5" masonry partition walls.
- Walls & Ceiling:
 - Internal : Brick wall with plaster of paris finish.
 - External : Brick wall with surface texture / acrylic paints finish.
- Entrance: flush doors.
- Toilet: door's.
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified/ceramic Tiles finish inside all flats, staircase, landings and floor lobbies, main lobby and lift facia.
- Sanitary:
 - Toilets: Concealed plumbing with hot and cold water line; white WC, cistern, wash basin with CP fittings.
 - Kitchen: Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: Deep Tubwell / Municipal Water.

- Electrical: Concealed conduit wiring with copper conductors; AC plug point in one bedroom and drawing room; Geyser point in toilet; exhaust fan point in kitchen; light and fan points in all rooms; electric calling bell point in entrance; TV and telephone outlet in drawing room; electrical switches.
- Elevators: Semi-automatic lift of BHARAT brand or equivalent.
- **Extra Facilities**
 - (i) **24 hrs. Generator service.**
 - (ii) **24 hrs. water supply.**

Note: Subject to change without notice at the discretion of the Architects.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoing in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoing including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

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

SIGNED, SEALED AND DELIVERED OWNERS above named.

1.

SIGNATURE OF THE OWNERS

2.

SIGNED, SEALED AND DELIVERED
Purchaser above named.

1.

SIGNATURE OF THE PURCHASER

2.

SIGNED, SEALED AND DELIVERED
DEVELOPER above named.

SIGNATURE OF THE DEVELOPER

DRAFT