

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, 2021 (Two Thousand Twenty One)

B E T W E E N

DERRIS INFRASTRUCTURE PVT LTD, (PAN NO. AACCD5972H), a private Limited company incorporated under the Companies Act 1956 , having it's Office at 78, Bentinck Street, P.S. Bow Bazar, P.O- G.P.O Kolkata, Kolkata 700 001, represented by one of its Director MR. PRAWEEEN MASKARA (PAN- AEZPM8355H), (Aadhaar No. 6013-8604-8082), son of Sri Rajendra Prasad Maskara, residing at 19/A, Mandeville Gardens , P.O- Ballygunge, P.S- Gariahat , Kolkata - 700019, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, successors-in-interest, executors, administrators, legal representatives and assigns) of the FIRST PART;

-A N D-

, hereinafter referred to as the “ PURCHASER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his / her / their executors, administrators, legal representatives and assigns) of the SECOND PART;

-A N D-

(1) SMT INDU MASKARA (PAN – AEWPM5539E), (Aadhaar No. 8662-6624-0293), wife of Sri Rajendra Prasad Maskara , by faith – Hindu, by Occupation – Housewife , by Nationality – Indian, residing at 19/A, Mandeville Gardens , P.O- Ballygunge, P.S- Gariahat , Kolkata - 700019 ,(2) TODI INFRASTRUCTURE PVT LTD. (PAN –AACCT 8548F), a Private Limited Company, incorporated under Indian Companies Act. 1956, having it’s Office at 78, Bentinck Street, P.O- G.P.O Kolkata , P.S. Bowbazar, Kolkata 700 001, represented by one it’s Director SRI ADITYA TODI (PAN – ABUPT9283D), (Aadhaar No. 2089- 8974-3402), son of Late Satya Pal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/51, Prince Golam Md. Shah Road , P.O- Tollygunge , P.S- Jadavpur, Kolkata –

700033, hereinafter called and referred to as the "OWNERS", (which expression shall unless excluded by or otherwise repugnant to the context be deemed to mean and include it's heirs, successors-in-office, successors-in-interest, executors, administrators, legal representatives and assigns) of the THIRD PART; duly represented by their true and lawful attorney DERRIS INFRASTRUCTURE PVT LTD, (PAN NO. AACCD5972H), a private Limited company incorporated under the Companies Act 1956 , having it's Office at 78, Bentinck Street, P.S. Bow Bazar, P.O- G.P.O Kolkata, Kolkata 700 001, represented by one of its Director MR. PRAWEEEN MASKARA (PAN- AEZPM8355H), (Aadhaar No. 6013-8604-8082), son of Sri Rajendra Prasad Maskara, residing at 19/A, Mandeville Gardens , P.O- Ballygunge, P.S- Gariahat , Kolkata – 700019 by a registered Development Power of Attorney registered in the Office of D.S.R V , at Alipore and duly recorded therein I/02079 / 2020 .

WHEREAS some Sali land measuring about 138 Decimal Land in Mouza Nayabad, Touzi No. 56, J.L No. 25, R.S No. 3, R.S Dag Nos. 180,178,177 & 171 under Khatian No. 82, P.S Jadavpur Dist. 24 PGS(S) was belonged to one Natabar Dhara and his name was recorded in the ROR, Govt. of West Bengal as Owner of the said property.

AND WHEREAS Said Natabar Dhara died intestate leaving behind him surviving his only daughter Smt. Giribala Bewa as his heir and legal

representative and the property left by the deceased devolved upon her absolutely and solely and absolutely seized and possessed, by paying rents and taxes thereto.

AND WHEREAS Giribala Bewa sold 74 decimal land to One Smt. Radharani Dhara out of her total land and remaining 64 decimal land in R.S Dag No. 180 under R.S Khatian No. 82 , Mouza Nayabad absolutely seized and possessed by paying taxes thereto.

AND WHEREAS Said Giribala Bewa sold her said 64 decimal land in Mouza Nayabad, Dag No. 180, under Khatian No. 82 sold to one Sri Rajendra Nath Dhara by way of Sale Deed dated 4th December 1967 registered in the office of S.R at Alipore Dist. 24 Pgs and recorded in Book No. I, Vol. No. 154, Pages 66 to 68 Being No. 8524 for the year 1967 by which Rajendra Nath Dhara absolute Owner of the said landed property.

AND WHEREAS Said Rajendra Nath Dhara died intestate leaving behind him surviving five sons namely, Kanai Lai Dhara, Nirapada Dhara, Shyamapada Dhara, Nirmal Chandra Dhara, Gostha Dhara and two daughters namely, Smt Sukhi Porel (Dhara) and Smt Chanu Bala Sikari (Dhara) as his heirs and legal representatives and the property left by the deceased devolved upon them in equal shares according to Hindu Succession Law.

AND WHEREAS Said Shayamapada Dhara also died intestate leaving behind three sons namely, Babulal Dhara, Bholanath Dhara and Mangala Dhara as his heirs and legal representatives and the undivided share of the said

property left by the deceased devolved upon them in equal shares according to Hindu Succession Law.

AND WHEREAS the Said Kanai Lal Dhara, Nirapada Dhara, Babu Lal Dhara, Bholanath Dhara, Mangala Dhara, Nirmal Chandra Dhara, Gostha Dhara, Smt Sukhi Porel (Dhara) and Smt. Chanu Bala Sikari (Dhara), all the heirs of deceased Rajendra Nath Dhara became the absolute Owners of the said landed property measuring about 70 Cottah 15 Chittak 40 Sq.ft in R.S Dag No. 159 under R.S Khatian No. 77, R.S Dag Nos. 166, 167 & 168 under R.S Khatian No. 2, R.S Dag No. 180 under R.S Khatian No. 82 and R.S Dag No. 172, 173 & 174 under R.S Khatian No.4 and seized and possessed jointly.

AND WHEREAS to enjoy the said property and with the intervention of the well wishers and respectable persons of the locality all the heirs mutually partitioned their said landed property by way of deed of partition on 26th Sept. 2001 registered in the office of D.S.R-III, 24 Parganas (South) at Alipore and recorded in Book No.I, Being No. 6403 for the year 2001.

AND WHEREAS by virtue of the said Deed of Partition said Kanai Lal Dhara got Sall land measuring 10 Cottah 5 Chittak 20 Sq.ft in Mouza Nayabad, Dag No. 167, 168, Khatian. No. 2 in Lot-A Red colour border in the then Partition Deed.

AND WHEREAS Said Nirapada Dhara got Sali land measuring 10 Cottah 5 Chittak 20 Sq.ft in Mouza Nayabad, Dag No. 166, 167, Hal Khatian No. 2 in Lot-B Green colour border in the then Partition Deed.

AND WHEREAS said Babu Lal Dhara , Bolanath Dhara , Mangala Dhara jointly got Sali Land measuring 10 Cottah in Mouza – Nayabad ,Hal Dag No. 159, Hal Khatian No. 77 in Lot-C Violet colour border in the then Partition Deed..

AND WHEREAS Said Nirmal Chandra Dhara got Sali land measuring 10 Cottahs out of which 8 Cottah Land in Mouza Nayabad, R.S Dag No. 180. R.S Khatian No. 82 and 2 Cottah Land in R.S Dag No. 174, R.S Khatian No. 4, P.S Purba Jadavpur in Lot-D marked by Yellow colour border in the then Partition Deed..

AND WHEREAS Said Gostha Dhara got Sali land measuring 10 Cottahs out of which 8 Cottah Land in Mouza Nayabad, R.S Dag No. 180, R.S Khatian No. 82 and 2 Cottah Land in R.S Dag No. 159, R.S Khatian No. 77, P.S Purba Jadavpur in Lot-E marked by Sky colour border in the then Partition Deed..

AND WHEREAS Said Smt. Sukhi Porel (Dhara) got Sali land measuring 10 Cottahs 05 Chittaks out of which 4 Cottah 02 Chittak Land in Mouza Nayabad, R.S Dag No. 180, under R.S Khatian No. 82, and 3 Cottah 03 Chittak Land in R.S Dag No. 159, R.S Khatian No. 77, and 3 Cottahs land in R.S Dag No. 174, R.S Khatian No. 4 , P.S Purba Jadavpur, in Lot-F marked by Badami colour border in the then Partition Deed.

AND WHEREAS Said Smt. Chanu Bala Sikari (Dhara) got Sali land measuring 10 Cottahs in Mouza Nayabad, R.S Dag No. 172,173 & 174 under R.S Khatian No.4, P.S Purba Jadavpur in Lot-G marked by Orange colour border the then Partition Deed..

AND WHEREAS Said Nirmal Chandra Dhara, Gostho Dhara, and Smt. Sukhi Porel (Dhara) are absolutely seized and possessed of their respective land in Mouza Nayabad, R.S Dag No. 180, R.S Khatian No. 82, J.L No. 25, R.S No. 3, Touzi No. 56, P.S Purba Jadavpur , District – 24 PGS(S) by mutating their respective names for their respective area of landed property in the record of the B.L & L.R.O by paying rents regularly.

AND WHEREAS the said Nirmal Chandra Dhara, the Vendor No. 2 therein, announced to sell his 8 Cottahs Sali land in Mouza Nayabad, R.S Dag No. 180, R.S Khatian No. 82, J.L No. 25, R.S No. 3, Tuozi No. 56, P.S Purba Jadavpur, Dist. 24 Pgs (5), morefully described in the then Deed schedule thereunder written, free from all encumbrances at the consideration stated therein and said Sri Gostha Dhara, the Vendor No. 1 therein, announced to sell 8 Cottahs sali land in Mouza Nayabad, R.S Dag No. 180, R.S Khatian No. 82, J.L No. 25, R.S No. 3, Tuozi No. 56, P.S Purba Jadavpur, Dist. 24 Pgs (S) morefully described in the then Schedule thereunder written at the consideration stated therein and Smt Sukhi Porel (Dhara) the Vendor No. 3 therein announced to sell her 4 Cottahs 02 Chittaks sali land in Mouza Nayabad, R.S Dag No. 180 , R.S Khatian No. 82. J.L No. 25, R.S No. 3, Tuozi No. 56, P.S Purba Jadavpur, Dist. 24 Pgs (S), morefully described in the then Schedule thereunder written, free from all encumbrances at the consideration stated therein and for which Aditya Todi (HUF), Priti Bajoria, Bishnu Kumar Bajoria, Rajendra Prasad Maskara (HUF), Indu Maskara, Todi Infrastructure Pvt. Ltd, jointly purchased the said entire property measuring about 20 cottahs 9 chittacks 22 sq.ft. inclusive of private passage from the said Vendors

namely Nirmal Chandra Dhara, Sri Gostha Dhara and Smt Sukhi Porel (Dhara) upon payment of full consideration by virtue of Deed of conveyance dated 26th July, 2010 registered in the office of D.S.R. III, Alipore 24 Parganas (South) and recorded in Book No. I, Volume No. 11, page from 2954 to 2974 Being No. 05727 for the year 2010.

AND WHEREAS by the said deed of conveyance the said Aditya Todi (HUF), Priti Bajoria , Bishnu Kumar Bajoria , Rajendra Prasad Maskara (HUF) , Indu Maskara , Todi Infrastructure Pvt Ltd become the joint owners in equal share of the said entire property measuring about 20 Cottah 9 Chittaks 22 Sq.ft. lying and situated in Mouza – Nayabad , R.S Dag No. 180, R.S Khatian No. 82, J.L. No. 25, R.S No. 3, Touzi No. 56, P.S Purba Jadavpur now Panchasayar under K.M.C Ward No. 109 , District 24 Parganas (South) since possessed by mutating their name in the records of the K.M.C being Known and numbered as Premises No. 3208, Nayabad , P.S- Purba Jadavpur under Assessee No. 311-0908-6302-6 .

AND WHEREAS for the purpose of partition and /or division of the said properties being premises No. 3208, Nayabad into separate Lots in accordance with the respective shares of the above mentioned parties and for the more convenient and exclusive possession and better use occupation and enjoyment of the divided portions of the said Aditya Todi (HUF), Priti Bajoria, Bishnu Kumar Bajoria, Rajendra Prasad Maskara (HUF), Indu Maskara, Todi Infrastructure Pvt. Ltd, have mutually agreed and decided to have the said property partitioned by metes and bounds by way of registered Deed of

Partition which was registered in the office of D.S.R III , at Alipore and recorded therein vide Book No. I, CD Volume No. 16, pages 1318 to 1340 , being No. 07615, for the year 2012 of the said office.

AND WHEREAS that after the said partitioned the Indu Maskara & Todi Infrastructure Pvt. Ltd possessed ALL THAT land measuring more or less 5 Cottahs 11 Chittaks 40 Sq.ft. and duly mutated the said land in the local K.M.C authority unto their name and account and the said property known and indentified as 3208/1, Nayabad .

AND WHEREAS One Rabiram Bag was the recorded owner of some landed property in Mouza – Nayabad , R.S No. 3, J.L.25, Touzi No. 56, Khatian No. 83, Dag No. 179, P.S- Purba Jadavpur , S.R.O Alipore then Sibadaha , District 24 Parganas within the jurisdiction of the Calcutta Municipal Corporation.

AND WHEREAS the said Rabiram Bag died intestate leaving behind his wife Smt. Alomoni Bag as his only heir and legal representatives and the property left by the deceased devolved upon her solely and absolutely according to Hindu Succession Law.

AND WHEREAS the said Alomoni Bag sold her said property measuring about 70 Decimal in Mouza – Nayabad , Khatian No. 83, Dag No. 179, Touzi No. 56, J.L.25, R.S No. 3 to one Sri Swapan Kumar Bag by way of sale deed dated 15.03.1985 registered in the office of SR Alipore and recorded in Book No. I, Volume No. 35, pages 270-275 , being No. 2087 for the year 1985.

AND WHEREAS the said Swapan Kumar Bag sold his 1 Cottah 8 Chittaks 20 Sq.ft. land in Mouza – Nayabad , J.L. No. 25, Khatian No. 83, Dag No. 179, Touzi No. 56, R.S No. 3, P.S – Purba Jadavpur , District – South 24 Parganas out of his total landed property to Smt. Sukhi Porel by way of Sale Deed dated 22.11.1993 registered in the office of the D.S.R Alipore and recorded in Book No. I, Volume No. 288, pages 369 to 376, Being No. 15383 for the year 1993.

AND WHEREAS that after such purchased Smt. Sukhi Porel mutated her name in the Local B.L & L.R.O office and thereafter due to urgent need of money the said Sukhi Porel sold the said Land measuring more or less 1 Cottah 8 Chittak 20 Sq.ft. to Aditya Todi (HUF), Priti Bajoria, Bishnu Kumar Bajoria, Rajendra Prasad Maskara (HUF), Indu Maskara, Todi Infrastructure Pvt. Ltd, by a registered Deed of Sale which was registered in the office of D.S.R III , at Alipore and recorded therein vide Book No. I, CD Volume NO. 11, pages 3347 to 3362, Being No. 05726 for the year 2010 of the said office.

AND WHEREAS the said Aditya Todi (HUF) and five others then vendors seized and possessed well occupied the aforesaid land and duly mutated in the B.L. & L.R.O and also with the record of K.M.C , Ward No. 109, being premises No. 3543 Nayabad , P.S Purba Jadavpur , Kolkata – 700099, vide Assessee No. 311090871412.

AND WHEREAS the said the then vendors namely Aditya Todi (HUF) and three others transferred their undived 4/6th share i.e. 1 Cottah 13.32 Sq.ft. land in favour of Indu Maskara and Todi Infrastructure Pvt. Ltd. by way of a Registered Sale Deed which was registered in the office of D.S.R III at Alipore

and recorded therein vide Book No. 1, CD Volume No. 21, Pages 209 to 231 , Being No. 10450 for the year 2013 of the said office.

AND WHEREAS that the then vendors namely Indu Maskara and Todi Infrastructure Pvt. Ltd already holds their undivided 2/6th share of the land by way of a registered Deed of Sale vide Sale Deed No. I-05726/2010, and also got another 4/6th undivided share of land by way of a Sale Deed vide No. I-10450/2013 . After receiving the same Indu Maskara and Todi Infrastructure Pvt. Ltd holds total land measuring more or less 1 Cottah 8 Chittak 20 sq.ft. .

AND WHEREAS in such manner both the properties situated side by side and the present owners also amalgamated their respective properties , after that premises No. 3208/1, Nayabad and 3543 Nayabad make into a single plot of land known and identified as 3208/1, Nayabad by K.M.C and the measurement of the said land is 7 Cottahs 4 Chittak 15 Sq.ft. more or less under Assessee No. 311090867950.

AND WHEREAS the Owners herein after such purchased of the total land in the aforesaid manner duly mutated the same with the local KMC Ward No. 109, vide Premises No. 3208/1, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700 099 and in due course of time for the betterment of the property the Owners herein entered by a registered Development Agreement with the Developer herein dated 06.10.2020 vide Deed No. 163002079 for the year 2020 registered in the Office of DSR-V, Alipore as per terms and conditions written in the said Development Agreement and Development Power of Attorney.

AND WHEREAS that with the terms of the said registered Development Agreement and active co-operation given by the Owners the Developer obtained building sanction plan from the Kolkata Municipal Corporation, Building Department vide Building sanction Plan No. 2019120181 dated 23.12.2019 and duly constructed a G Plus Three Storied Building comprising of three flats in each floor the property more fully written in the SCHEDULE 'A' and hereinafter preserving the Owners Allocation the Developer retain the absolute authority to sale, dispose and convey the Developer's Allocation at his own decided price to the Intending Purchaser or Purchasers for which the Owners had have no objection in present or in future.

AND WHEREAS the Owners and Developer made a registered Agreement for development and Development Power of Attorney which was registered in the Office of DSR –V at Alipore and incorporated therein vide Book No. I, C.D. Volume -1630/2020, Pages 77503 to 77559, Being No. 163002073 for the year 2020 of the said Office.

AND WHEREAS during the construction period the Purchaser herein agreed to purchase ALL THAT residential flat lying on theFloor,side, measuring more or less sq.ft. super built up area, being Flat No. along with a covered car parking space, measuring more or less sq.ft. lying on the ground floor of the said building at Premises No. 3208/1, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700 099, within KMC Ward No. 109 and as per such

intention an Agreement for Sale made between the parties on or for Rs.only as full and final consideration price togetherwith all fittings and fixtures along with all easement and common rights, free from all encumbrances and charges, absolute and forever. And as per the said Agreement for Sale the Purchaser paid certain amount and shall pay the balance consideration price by this Indenture on receipt of the full consideration price as per Memo of Consideration written hereunder, the Vendor / Developer jointly and severally do hereby acquit, release, sale, transfer and convey the SCHEDULE –B hereunder property in favour of the Purchaser absolutely and forever in the following manner.

Be it stated that the property written in the Schedule –B hereunder that is the subject matter of Sale Deed remains to be Developer Allocation and the Developer is well entitled to sale the property it's discretion without any sort of objection whatsoever.

NOW THIS INDENTURE WITNESSETH as follows: -

That in pursuance of the said Agreement for Sale dt. and in consideration of a said total sum of Rs.....only well and truly paid by the Purchaser herein to the Developer herein, the receipt whereof the Developer doth hereby admit and acknowledge and release and discharge the Purchaser from the said amount and every part thereof, and the Vendor and the Developer doth hereby indefeasibly grant, convey, sell, transfer, assign and assure

confirm unto the Purchaser free from all encumbrances and other defects in title ALL THAT residential flat lying on theFloor,side, measuring more or less sq.ft. super built up area, being Flat No. along with a covered car parking space, measuring more or less sq.ft. lying on the ground floor of the said building at Premises No. 3208/1, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700 099, within KMC Ward No. 109 togetherwith undivided proportionate share of land underneath the building, messuage hereditaments alongwith all common easement rights and facilities over the common areas, spaces, passages, entrances etc. togetherwith common user right of common civic amenities installed in the said building more fully and particularly described in the SCHEDULE "B" and respective Schedules hereunder written and the said flat shown in the Map or Plan hereto annexed and delineated with "RED" border, and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical of the said flats and covered car parking space and also togetherwith benefits, rights, liberties, and right of support and easement appurtenances and rights of ingress and egress and the right to use of the common areas and facilities in the said premises marked as common areas and facilities in common with the other flat owners or lawful occupiers of the said building as set out in the SCHEDULE "C" hereunder written or Howsoever otherwise the said flat called known numbered described and distinguished TO HAVE AND TO HOLD the said flat and covered car parking space including undivided proportionate impartible share of said land hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser absolutely and forever subject nevertheless to the covenants and conditions including respective rights, duties and

obligations to be enjoyed, performed and carried out by the Purchaser and the Vendors and the Developer DOTH hereby covenant with the Purchaser that notwithstanding any acts, deeds, matters things whatsoever by the Developer/ Vendors or any person lawfully or equitably claiming by, from, through, under or in trust for them made, done committed or omitted or knowingly suffered to the contrary the Vendors now have themselves good, right, full power and absolute authority to grant sell, transfer, convey, assure, assign, gift, mortgage, lease, let out or dispose of the said flat and covered car parking space with vacant possession togetherwith the proportionate right title and interest in the said plot of land / premises hereby granted, transferred, conveyed and assured and intended /expressed so to be unto and to the use of the Purchaser in the same manner aforesaid and it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to enter upon, possess and enjoy the said flat and every part thereof with every right to sell, convey, transfer, gift, bequeath or anywise transfer or alienate the said flat and to receive all rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors / Developer that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharge or otherwise by the Vendors and Developer well and sufficiently save defended and kept harmless and indemnified of from and against all former and other estate, taxes, titles, charges and encumbrances whatsoever, had made executed, occasioned or suffered by the Vendors and the Vendors or any other person or persons lawfully or equitably claiming or to claim by from under or intrust for them AND further that the Vendors and all persons having or lawfully or equitably or by any other person or

persons lawfully or equitably claiming or to claim by under or in trust for them and claiming any estate or interest whatsoever in the said flat or any of them or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the costs and requests of the Purchaser, do execute and perform or cause to be done and performed all such further and other lawful reasonable acts, deeds, things and assurances in respect of the said flat and covered car parking space whatsoever for further and more perfectly assuring the said flat and covered car parking space and every part thereof described in SCHEDULE "B" hereunder written unto and to the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO as follows: -

1. The Purchaser shall have the right to obtain all the necessary connection and / or lines/ amenities for the use and enjoyment of the said flat and covered car parking space hereby purchased.
2. The Purchaser and / or his agent or agents, shall have the right of access to the top roof of the said building for the purpose of common use without causing any inconvenience to the other owners and / or occupiers of the said building and the Purchaser shall have the common right of user and enjoyment of the roof / terrace and water reservoir on the roof and also mentioned in the SCHEDULE "C" written hereunder.

3. The Purchaser and his employees, visitors and agents shall have the right of ingress in and egress out of the said flat and covered car parking space through staircase, stair landings, corridors and passages to the main entrance and / or the road.

4. The Purchaser or his servants and agents shall not in anyway obstruct or cause to be obstructed the common passage, landings, areas, roofs or staircase of the building nor store therein any rubbish or other materials, goods, articles and or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

5. The Purchaser or any occupiers of the said flat and covered car parking space shall not demolish or remove or cause to be demolished or removed any structures, roof, ceilings, outer walls in or about the said flat PROVIDED THAT nothing herein contained shall prevent the Purchaser or the occupiers to decorate the said flat and / or repair and / or replace any fixtures and fittings worn out doors, windows and grills or to fix the exhaust fans, ventilator, air conditioning and air cooler machines and to effect such other repairs as may be necessary for the use occupation and enjoyment of the said flat and covered car parking space.

6. It is hereby agreed and declared that the interest of the Purchaser in the said land and building is impartible and the Purchaser shall at no point of time demand partition of his said flat and car parking space or interest in the undivided common areas of the said building.

7. The Purchaser shall maintain at his own costs the said flat and covered car parking space and shall abide by all the laws, bye laws, rules and regulations of the Government, Kolkata Municipal Corporation and the rules and regulations of West Bengal Apartments Ownership Act, 1972 or any other authorities and local bodies and shall attend, answer and be responsible for all violations and breach of any of the laws or rules and regulations and shall observe and perform all the terms and conditions herein contained.

8. The Purchaser shall not keep nor store in the said flat and covered car parking space any inflammable or combustible articles or any offensive articles or any other articles issuing bad smell nor shall the Purchaser do anything, which shall be or constitute any nuisance or annoyance to other flat Owners in the said building. The Purchaser can, however, keep in store kerosene oil, LPG Gas etc. for domestic use.

9. The Purchaser shall not throw or accumulate any dirt, rubbish, garbage in the Purchaser's flats or in the compound or any portion of the building and the premises and shall not light or burn coal, coke or charcoal in the common areas in the said premises.

10. That an Association of the flats Owners would be/ may be formed for the management of the said building /premises and for the common purposes and of which the Purchaser shall be / may be a member and the Purchaser shall co-operate in such formation of the association and bear and pay the proportionate share of the costs of formation and the expenses for the association and upon formation of the Association the Purchaser shall observe and perform all the rules and regulations of the association as may be adopted from time to time and at all times for protection, maintenance, and occupation of the said building premises.

11. The Purchaser shall pay his proportionate share towards all outgoings in respect of the said flat and covered car parking space also for the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, common amenities, common easement etc. more fully described in SCHEDULE "D" written hereunder.

12. The said flat and covered car parking space has separately assessed for municipal taxes in the name of the Purchaser and he shall pay the proportionate share of the municipal taxes, rates etc. relating to their said flat and covered car parking space.

13. The Purchaser shall not do any act or thing which may render void or voidable any insurance of the said building in which the flat and covered car parking space

situated or any part thereof or whereby the premium payable in respect of the said insurance is likely to be affected by adverse enhancement.

14. That upon registration the Purchaser shall confirm such mutation in their name as Owner of the said flat and covered car parking space in the records of the Kolkata Municipal Corporation and shall pay the other common expenses and taxes regarding the building till the said flat and covered car parking space are separately mutated in the name of the Purchaser.

15. The Purchaser shall not decorate and / or paint the exterior of the said building / flat, doors, windows, grills, etc. otherwise than in a manner agreed by the Flat Owners' Association but can do so in a manner as near as may be in which it was previously decorated.

16. That the Developer declare that he has not encumbered or made affected to the interest in estate title, otherwise in the property mentioned in SCHEDULE "B" written hereunder and which is the subject matter of this Deed of Conveyance and also is the Developer's Allocated portion and this conveyance is being made according to his sweet will and eager intention duly executed by the Developer / Vendors herein.

SCHEDULE "A"

(Description of Entire Land)

ALL THAT piece and parcel of Bastu land, measuring an area of 7 Cottahs 04 Chittak 15 sq.ft. more or less, being lying and situate in Mouza Nayabad, comprised in R.S. Dag No. 179 and 180 and under R.S. Khatian No.82 and 83 , Touzi No. 56, R.S. No. 3, J.L. No. 25, Police Station Purba Jadavpur now Panchasayar, within the local limits of Kolkata Municipal Corporation, under Ward No. 109, being KMC Premises No. 3208/1, Nayabad, Kolkata 700 099, under Assessee No. 311090867950, in the District of South 24 Parganas, which is butted and bounded as follows:-

ON THE NORTH By R.S Dag No. 180.

ON THE SOUTH By R.S Dag No. 181.

ON THE WEST By 5.15 meter common Passage and Plot No. 3208/2
Nayabad

ON THE EAST By R.S Dag No. 179.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Description of the Flat and a covered car parking space)

ALL THAT residential flat lying on theFloor,side, measuring more or less sq.ft. super built up area, being Flat No. along with a covered car parking space, measuring more or less sq.ft. lying on the ground floor of the said building at Premises No. 3208/1, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700 099, within KMC Ward No. 109, consisting of three bedrooms, one drawing cum dining, one kitchen, two toilets, verandah, togetherwith the undivided proportionate share of land with right to use the common facilities such as roof, stairs and stair cases, sewer and sewerages, path, underground and overhead water reservoir, pump room, care taker

room, septic tank, boundary wall, lift, outer wall, rain pipe and rain water pipes and other facilities within the SCHEDULE "A" property lying at KMC Premises No. 3208/1, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700 099. The site plan of the flat and covered car parking space demarcated with "RED" border which is part and parcel of this indenture.

THE SCHEDULE "C" ABOVE REFERRED TO

(Common Area)

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, roof, exists, pathways and drive ways, Lift facilities from ground floor to top floor.
2. Water Sewerage and drainage connection pipe from the units to drain and sewers common to the premises.
3. Drains and Sewers from the premises to the Municipal Duct/septic tank.
4. Boundary walls of the premises including outside of the walls of the building and main gates.
5. Water pump, overhead tank and undergrounds water reservoirs water pipes and other common plumbing installation and space required thereto.
6. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
7. Window /door/grills and other fittings of the common areas of the premises.
8. Water pump and motor and its allied accessories and room.

THE SCHEDULE "D" ABOVE REFERRED TO:

(Common Expenses and Facility)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building after handover the flat.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.
3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightening, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.

7. All such other expenses and outgoings as are deemed by the Vendor / Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.
8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.
9. That the deep tube well facilities shall be used by the occupiers of said multi storied building.
10. That 100% of the ultimate roof or terrace shall be used and treated as common for all the occupiers for the multi storied building.
11. That the occupiers of the building shall co-operate with each other to maintain the buildings from the common fund.

IN WITNESSES WHEREOF parties hereunto have put their respective signs and seals and signatures on this the day, month and year first above written.

WITNESSES:-

1)

=====
SIGNATURE OF THE DEVELOPER

2)

=====
SIGNATURE OF THE PURCHASER

=====
SIGNATURE OF THE VENDORS/
OWNERS

Drafted by me:

Suprakash Dhar

Advocate

Alipore Police Court & Judges Court

Kolkata 700 027

WB - 622/01

Typed by me:

Chandan Chowdhury

Alipore Police Court

Kolkata 700 027