

DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made on this Day of
Two thousand Eighteen (2018).

Between

(1) **SRI SUKDEB BISWAS**, (PAN-AITPB7256L) son of Late Akul Chandra Biswas,
(2) **SMT. NANDITA BISWAS**, (PAN-AOSPB4034R) wife of Sri Sukdeb Biswas, both
are by nationality Indian, by faith Hindu, by profession-business and residents of
Madhuban Apartment-1, Flat No.T-1, 6/ 1, Samabaya Path, P.O. Nabagram (Pin -
712246) P.S. Uttarpara, District - Hooghly W.B. , hereinafter called and referred
to as the **OWNERS/VENDORS** (which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include their
respective successors, administrators and permitted assigns) of the **FIRST
PART.**

A N D

1) ----- (PAN- -----) son of -----, by
occupation- , 2) ----- (PAN- -----) wife of
, by occupation- , by nationality - Indian, by faith ,
residing at -----,
hereinafter called and referred to as the **PURCHASERS** (which term or
expression shall unless excluded by or repugnant to the subject or context
be deemed to mean and include their respective legal heirs, successors,
executors, administrators, legal representatives and/or assigns) of the
SECOND PART.

A N D

M/S "KRISHNA INFRACON" (PAN-AAPFK5261J), a partnership firm having
its office at Lohia Garden, Naity Road, P.O. Barabahera, (PIN-712246), P.S.
Uttarpara, District - Hooghly W.B., represented by its one Partner **MR.
SUKDEB BISWAS** (PAN-AITPB7256L), son of Late Akul Chandra Biswas
hereinafter referred as the Developer/**Confirming Party** of the **THIRD
PART.**

AND WHEREAS the schedule- "A" mentioned properties originally belonged to " The Nabagram Co-Operative Colony Ltd." and the said " The Nabagram Co-Operative Colony Ltd." was the absolute owner and possessing the same. The said Nabagram Co-Operative Colony Ltd after taking a Board resolution sold out the entire property through a registered Sale Deed in favour of one Suresh Chandra Bandyopadhyay, son of Late Lalit Mohan Bandyopadhyay on 24.07.1952 before the Sub-Registrar, Serampore, District- Hooghly by virtue of Sale Deed no. 4532 Book no. 1, volume no. 58, pages from 229 to 232 and the said Suresh Chandra Bandyopadhyay, who had been possessing and enjoying the said property by paying relevant rent and taxes to the appropriate authorities and recorded his name in C.S.R.O.R., R.S.R.O.R and L.R.R.O.R. and during the absolute possession the said Suresh Chandra Bandyopadhyay died on 16.12.1989 leaving behind nine legal heirs.

AND WHEREAS after demise of the said Suresh Chandra Bandyopadhyay, the schedule-"A" property had been inherited by his nine legal heirs (1) Smt. Taru Bala Banerjee (Wife) (2) Jagadish Chandra Bandyopadhyay (Son) (3) Sailesh Bandyopadhyay (Son) (4) Biman Banerjee (Son) (5) Subhash Chandra Banerjee (Son) (6) Smt. Nilima Mukherjee (Daughter) (7) Smt. Uma Bandyopadhyay (Daughter) (8) Smt. Pratima Ganguly (Daughter) (9) Smt. Swapna Ghatak Choudhury (Daughter). As per Hindu Law the above mentioned nine legal heirs jointly enjoying and possessing the A-schedule property. The said Taru Bala Banerjee wife of Late Suresh Chandra Bandyopadhyay died on 18.12.1999 leaving behind her four sons and four daughter mentioned above and they are jointly enjoying and possessing the A-schedule property. The said Subhash Chandra Banerjee, son of Late Suresh Chandra Bandyopadhyay died on 12.02.2003 leaving behind his three legal heirs (a) Smt. Dipti Banerjee (Wife), (b) Sri Debasish Banerjee (son), (c) Smt. Ipsita Mookerjee (Daughter). Again the said Dipti Banerjee, wife of Lt. Subhash Chandra Banerjee died on 26.08.2005. After demise of both Subhash Chandra Banerjee and Dipti Banerjee their only two legal heirs i.e. Sri Debasish Banerjee (son), (c) Smt. Ipsita Mookerjee (Daughter)

and they are jointly enjoying property. The said Biman Banerjee son of Late Suresh Chandra Bandyopadhyay died on 16.03.2016 leaving behind his only one legal heir namely Sri Sourav Banerjee. During the life time of Biman Banerjee a Divorce Suit being no. 542 of 1999 was filed before the District Judge, Hooghly by his wife and ultimately that was decreed on contest. After demise of Biman Banerjee his only legal heir i.e. Son is jointly enjoying the A-schedule property.

AND WHEREAS entire **A**-schedule joint property belongs to nine legal heirs i.e (1) Sri Jagadish Chandra Bandyopadhyay @ Jagadish Chandra Banerjee (Son) 1/8th sh. (2) Sri Sailesh Bandyopadhyay (Son) 1/8th sh. (3) Smt. Nilima Mukherjee (Daughter) 1/8th sh. (4) Smt. Uma Bandyopadhyay @ Uma Banerjee (Daughter) 1/8th sh. (5) Smt. Pratima Ganguly (Daughter) 1/8th sh. (6) Smt. Swapna Ghatak Choudhury 1/8th sh. (7) Sri Sourav Banerjee (Grand son) 1/8th sh. (8) Sri Debasish Banerjee (Grand son) 1/16th sh. (9) Smt. Ipsita Mookerjee (Grand daughter) 1/16th sh. The said nine legal heirs they are jointly enjoying and possessing the entire A-schedule property and mutated their name before the competent authority by paying taxes.

WHEREAS the owners mentioned herein above purchased the "**A**" schedule mentioned property by virtue of two separate registered deeds of Conveyance i.e. **(i)** land measuring about 7 cottah 0 chittack 0 sq. ft. in C.S. Dag no. 551, C.S. Khatian no. 611 appertaining of R.S. Dag No. 551/942 , R.S. Khatian No.662, corresponding to L.R. Dag No.672, L. R. Khatian No. 4885, 4886, 4887, 4888, 4889, 4890, 4891, 4892 & 4893 Mouza - Bara Bahera, Nabagram, P.S.-Uttarpara, Hooghly, J.L. No.5 by virtue of Sale **Deed No. 2938** for the year 2017, registered at A.D.S.R. Office Uttarpara, Hooghly, dated 25.08.2017 in Book no. 1, Volume no. 1, pages from 77139 to 77188 in favour of **Sri Sukdeb Biswas (ii)** land measuring about 7 cottah 1 chittack 0 sq. ft. in C.S. Dag no. 551, C.S. Khatian no. 611 appertaining of R.S. Dag No. 551/942 , R.S. Khatian No.662, corresponding to L.R. Dag No.672, L. R. Khatian No. 4885, 4886, 4887, 4888, 4889, 4890, 4891, 4892 & 4893 Mouza - Bara Bahera, Nabagram, P.S.-Uttarpara, Hooghly, J.L. No.5 by virtue of Sale **Deed No. 2937** for the year 2017, registered at A.D.S.R. Office Uttarpara, Hooghly, dated 25.08.2017 in Book no. 1, Volume

no. 1, pages from 77431 to 77480 in favour of **Sri Nandita Biswas**. And above mentioned all property purchased from (1) Sri Jagadish Chandra Bandyopadhyay @ Jagadish Chandra Banerjee (Son) (2) Sri Sailesh Bandyopadhyay (Son) (3) Smt. Nilima Mukherjee (Daughter) (4) Smt. Uma Bandyopadhyay @ Uma Banerjee (Daughter) (5) Smt. Pratima Ganguly (Daughter) (6) Smt. Swapna Ghatak Choudhury (7) Sri Sourav Banerjee (Grand son) (8) Sri Debasish Banerjee (Grand son) (9) Smt. Ipsita Mookerjee (grand daughter) and thus by virtue of aforesaid two registered deeds of Conveyance, the owners mentioned herein above became the absolute owners of the total landed property measuring about 14 Cottah 1 Chittack 00 sq.ft. i.e. the 'A' Schedule mentioned property and since then the owners herein above have been possessing and enjoying the schedule 'A' mentioned property by paying rent and taxes to the appropriate authorities.

AND WHEREAS by virtue of aforesaid Deed of instrument (1) Sri Sukdeb Biswas (2) Smt. Nandita Biswas become the owners of the schedule -"A" Property written hereunder and mutated their name in the assessment roll of Nabagram Gram Panchayat as well as L.R. Record of Rights & separate Khatian Being nos. 5567, & 5568 was published thereof and paid relevant Rent, Taxes and statutory imposition thereon.

AND WHEREAS the parties of the first part constituted A Partnership Firm, under the name and style **M/S "KRISHNA INFRACON"** having its office at Lohia Garden, Naity Road, P.O.-Barabahera, P.S.-Uttarpara, Dist-Hooghly, Pin-712246.

AND WHEREAS Sri Sukdeb Biswas is authorized to sign on behalf of the developing firm by virtue of the substituted clause being no. 14 (Participation) of amendment partnership deed dated 02. 05. 2016, and original Deed of Partnership dated 10th July, 2015.

AND WHEREAS the developer herein formulated a scheme of construction of a multistoried building i.e. (G + 4) comprising several flats, garages, office & Shops over the "A" schedule property and has prepared a multistoried building plan over the 'A' schedule property and submitted the proposal seeking of sanction plan in the office of Nabagram Gram Panchayat, in terms of the registered Power of Attorney dated 10th April, 2018, in Book no. 1, volume no. 0621-2018, pages from 35946 to 35972, being Deed No. 062101210 for the year 2018 with the office of the Add. Dist. Sub-Registrar,

Uttarpara, Hooghly, and the said authority allowed the said proposal seeking sanction plan and obtained the sanctioned building plan thereby allowing to construct (G+4), vide Nabagram Gram Panchayat Sanction sheet no. 1 & 2, dated 27.12.2017, within the jurisdiction of Nabagram Gram Panchayat, P.S.- Uttarpara, Dist-Hooghly.

AND WHEREAS the Developing Firm/Builder is developing the schedule mentioned land/premises for constructing residential Flats/Apartment, Shop and Garages thereon and permission has been obtained and developed and marketed in the name and style of "**MADHUBAN GALAXIA**" vide Sanction sheet No. 1 & 2, dated. 27.12.2017 and according to the said building plans for such construction, the Developer shall complete the particular **Flat** being no. in floor of **Block-...** herein called the said 'Building' namely "**MADHUBAN GALAXIA**" and particularly described in schedule '**C**'.

AND WHEREAS ALL THAT one self contained Flat being no. ----- in the ----- floor of **Block-A** of "**MADHUBAN GALAXIA**" measuring about ----- - sq. ft. super built up area (covered area about ----- sq. ft.) be the same a title more or less herein after called the said **Flat** more fully and particularly described in the schedule -'**C**' hereunder written, together with Lift, power-back up facility and undivided share of common facility in the ground floor of block-**B** and other facility, as contained in the said building lying and situated at Naity road, Lohia Garden, Post office Barabahera, P.S. - Uttarpara, Dist - Hooghly in Mouza Khordabahera, J.L. no. -6, comprised in R.S. Dag Nos. 324, 325 & 325/741 under R.S. Khatian Nos. 37 corresponding to L.R. Dag Nos. 1105, 1107, 1107/1344, 1107/1345 and 1107/1346 under L. R. Khatian No. 2600, 2601 & 2602 within the ambit of Nabagram Gram Panchayat, Naity Road, Mouza- Khordabahera, P.S. Uttarpara, District - Hooghly, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District Hooghly, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property, here under sold within the allocation of the **OWNERS** execute this Deed for assuring title in favour of

the purchasers herein fully and effectually in respect of the said unit of the premises the subject matter hereof , the consideration covering the proportionate value of the lands respecting the Flat below the building and that covering vendors charges for construction of the Flat within the same as including in the amount of the consideration as agreed being paid by the purchasers herein to the developer in full unit here under sold.

AND WHEREAS THE Vendors and purchasers herein entered into an agreement for one Flat being no. ----- and booked on 12.03.18, respecting sell of all that one self contained Flat being no. ----- in the ----- floor measuring about sq. ft. super built up area (covered area about ----- sq. ft.) in the **Block** - ---- of "**MADHUBAN GALAXIA**" , is butted and bounded by on the Northern side- Flat no. A/405, Southern side- Flat no. A/401, East side - Open place of the building, West side- Stair & Corridor, being the **Floor Tiles**, be the same a title more or less, consisting of two bed room, one living cum dining, one Kitchen, one toilet and one veranda, herein after called the said flat more fully and particularly described in the schedule **-'C'** hereunder written, as contained in the building, lying and situated at Naity Road, Lohia Garden, Post office-Barabahera, P.S. - Uttarpara, Dist - Hooghly, Pin-712246 in mouza -Khordabahera, J.L. no. -6, comprised in R.S. Dag Nos. 324, 325 & 325/741 under R.S. Khatian Nos. 37 corresponding to L.R. Dag Nos. 1105, 1107, 1107/1344, 1107/1345 and 1107/1346 under L. R. Khatian No. 2600, 2601 & 2602 within the ambit of Nabagram Gram Panchayat, Naity Road, Mouza- Khordabahera, P.S. Uttarpara, District - Hooghly, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District - Hooghly, more fully and particularly described in the **'B'** schedule hereunder written, together with undivided proportionate share in the said lands and the said building thereon, more fully and particularly described in the "B" schedule hereunder written, together with the easements and quasi-easements, more fully and particularly described in the "D" schedule hereunder written, together with common right over the common passage of ground floor, main entrance, drain line, in common with the developer and other purchaser and/or

purchaser, more fully and particularly described in the 'E' schedule here under written, together with obligation to pay all common expenses for maintenance and repair of main structure of the said building, boundary wall etc. and some common expenses for market in the ground floor more fully and particularly described in the 'F' schedule here under written, Manner of completion and specifications of the particular flat as per C schedule and five storied building (G+4) mentioned in the 'G' schedule here under written, AND FURTHER subject to the restrictions mentioned in the 'H' schedule here under written, at or for a total consideration of Rs. -----
----/- (Rupees -----) only.

NOW THIS INDENTURE WITNESSTH that in pursuance of the said booking and in consideration of the said sum of Rs. ----- (Rupees -----) only paid by the lawful money of India well and truly by the purchasers herein towards payment of the value of proportionate share of land respecting the Flat, being Flat no. ----- more fully described in "C" schedule property to the owners and that of construction of the same to the owners together with the amount of consideration as aforesaid at or before the execution of these presents (the receipt whereof the owners admits and acknowledged the same) and/or form the same and every part thereof the owners do and each of them both hereby acquit, release, exonerate and discharge the purchasers their heirs, executors, representatives and assigns and every one of them the said "Flat" and the undivided and impartable proportionate share of interest and ownership in the lands below or beneath the said building containing inter-alia the subject matter here or lying situated at Naity Road, Post office Barabahera, P.S. - Uttarpara, Dist - Hooghly in mouza Khordabahera, J.L. no. -6, comprised in R. S. Dag no. 324,325 & 325/741 under R.S. Khatian - 37, corresponding L.R. Dag nos. 1105,1107, 1107/1344, 1107/1345 and 1107/1346 and L.R. Khatian no. 2600, 2601 & 2602 within the ambit of Nabagram Gram Panchayat, within the ambit of A.D.S.R. Office Uttarpara, Dist-Hooghly, more fully and particularly described in the 'B' schedule hereunder written, and every part thereof the owners as beneficial owners do by these presents indefensibly grant, sell convey, transfer, assign and assure and the vendors

admitting receipt of their charges for construction of the Flat in full from the purchasers both hereby confirm and assure unto the purchasers their heirs, executors, administrators, representatives and assigns free from encumbrance, attachments and other defects in title **ALL THAT** one self contained Flat being no. ----- in the fourth floor of **Block----** measuring about sq. ft. super built up area (covered area about sq. ft.) be the same a title more or less, herein after called the said Flat more fully and particularly described in the schedule **-‘C’** as contained in the building, lying and situated at Naity Road, Post office- Barabahera, P.S. – Uttarpara, Dist – Hooghly in mouza Khordabahera, J.L. no. -6, comprised in R. S. Dag no. 324,325 & 325/741 under R.S. Khatian – 37, corresponding L.R. Dag nos. 1105,1107, 1107/1344, 1107/1345 and 1107/1346 and L.R. Khatian no. 2600, 2601 & 2602 and within the ambit of A.D.S.R. Office Uttarpara, Dist- Hooghly, more fully and particularly described in the ‘B’ schedule hereunder written, together with undivided proportionate share in the said lands and the said building thereon, more fully and particularly described in the “B” schedule hereunder written, or **HOWSOEVER OTHERWISE TOGETHER WITH** proportionate right to water course, lights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said “Flat” or any part thereof belonging or on any at appertaining to, or with the same or any part thereof usually held, used occupied or enjoyed reputed to belong or be appurtenant thereto, and the reversion and reversions reminder and reminders, rents issue and profits thereof and every part thereof, together and further more with all the estate, right title inheritance, use trust, property, claim and demand whatsoever both in law and in equity of the owners unto and upon the said “Flat” and every part thereof, more fully and particularly described in ‘C’ schedule here under written, **AND** all deeds, pattas, monuments, writing and evidences of title which in any wise relate to the said “Flat” or any part or parcel thereof, and which now are or hereafter shall or may be in the custody power or possession of the owners and the their heirs, executors, administrators or representatives or any person from whom he or they can or may procure the same without action or suit in law, or in equity, **TO ENTER INTO, AND**

HAVE AND HOLD, OWN, POSSESS AND ENJOY the said "Flat" and every thereof hereby granted sold, conveyed and transferred or expressed and intend so to be with their rights members and appurtenances unto and to the use of the purchasers their heirs, executors, administrators, representatives and assigns forever free and discharged from or other wise by the owners herein well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the developer from to these presents AND THE owners do hereby themselves, their heirs, executors, administrators, and representatives, as the case may be, covenant with the purchaser his/their heirs, executors administrators, representatives and assigns.

THAT NOTWITHSTANDING any act deed or thing whatsoever, by the vendors or by and of predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the vendors had at all materials times here fore and now have good right full power, absolute authority indefeasible and title to GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE the said "Flat" hereby GRANTED, SOLD, CONVEYED AND TRANSFERRED OR INTENDED so to be, unto and to the use of the purchasers, his/their heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the purchasers, heirs, administrators, representatives and assigns shall and may at all times hereafter peaceable and quietly enter into hold, possess and enjoy the said "Flat" described as "C" schedule and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption disturbance, claim or demand whatsoever from or by the developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT FREE AND CLEAR FREELY AND CLEARLY AND ABSOLUTELY discharged, saved, harmless and kept indemnified against all estates and encumbrances cleared by the vendors/owners or any person or persons having lawfully or equitably claiming any estate or interest in the said proportionate share in the lands respecting the said "Flat" as a whole or any part thereof from under or in

trust for the owners shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and cause to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said 'land' with the said 'Flat' described as "C" schedule and every part thereof as also the said rights and privileges unto and to the purchasers in the manner aforesaid as shall or may be reasonable required **AND THAT** the purchasers will have right to get benefits of the covenants regarding production of documents and writing relating to the title of the property described in the schedule "B" wherein (G+4) multistoried construction was made schedule hereunder written **AND THAT** the purchasers shall be entitled to all rights all easements, quasi-easements and privileges pertaining to the said "Flat" (described in the "C" schedule) as detailed in the "D" schedule hereunder written, **TOGETHER WITH** all rights of use and enjoyment of the common areas in the ground floor and the common utilities and services in the premises as mentioned in the "E" schedule hereto in common with all the co-owners of the property, the building, lying and situated at Naity Road, Post office-Barabahera, P.S. - Uttarpara, Dist - Hooghly in mouza Khordabahera, J.L. no. -6, comprised in R. S. Dag no. 324,325 & 325/741 under R.S. Khatian - 37, corresponding L.R. Dag nos. 1105,1107, 1107/1344, 1107/1345 and 1107/1346 and L.R. Khatian no. 2600, 2601 & 2602 within the ambit of Nabagram Gram Panchayat, P.S.-Uttarpara, Dist-Hooghly and within the ambit of A.D.S.R. Office Uttarpara, Dist-Hooghly, **TOGETHER WITH OBLIGATION** to pay proportionately all common expenses mentioned in the "F" schedule hereunder written, Manner of completion and specifications of the particular Flat and whole building (G+4) mentioned in the "G" schedule here under written, **AND FURTHER** subject to the restrictions mentioned in the "H" schedule hereunder written. **HENCE FORTH** the purchasers have every right to entered into, and have and hold, own, possesses and enjoy the said "Flat" being mentioned in schedule "C" hereunder and every thereof hereby granted right to sold, conveyed and transferred or expressed and intend so to be with their rights members and appurtenances unto and to the use of their heirs, executors, administrators, representatives and

assigns forever free and discharged from or other wise by the vendors herein.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire property)

ALL THAT piece and parcel of Bastu land measuring 14 Cottahs 01 Chittack 00 Sq. ft. standing thereon a multistoried building i.e. 5 (five) storied Building lying at Mouza- Bara Bahera, J. L. No. 5, C.S. Dag no. 551, C.S. Khatian no. 611 appertaining of R.S. Dag No. 551/942 , R.S. Khatian No.662, corresponding to L.R. Dag No.672, L. R. Khatian No. 5567 & 5568 Nabagram, P.O.- Nabagram, P.S.-Uttarpara, Hooghly, Pin- 712246, West Bengal comprised in within the ambit of Nabagram Gram Panchayat, and within the ambit of A.D.S.R. Office Uttarpara, District-Hooghly, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property.

L.R. Dag no. 672 of land area 14 cottah 01 Chittaks 00 Sq. ft.

which is butted and bounded manner as follows.

ON THE NORTH : Property of Smt. Nandita Biswas ;

ON THE SOUTH : Adibartama Road ;

ON THE EAST : Vidya Sagar Road;

ON THE WEST : Property of Sri Sachindra Bandapadhyay ;

THE SCHEDULE "B" ABOVE REFERRED TO

(Entire Project)

ALL THAT five storied (i.e. G+4) brick built messuage tenement with lift here determent and premises TOGETHER WITH the piece and parcel of redeemed land there unto belonging whereon or on part whereof the same is erected and built in the shape of a building containing an area about 14(fourteen) Cottahs 01 (one) Chittack 00 Sq. ft. standing thereon a multistoried building namely "**MADHUBAN GALAXIA**" i.e. 5 (five) storied building (G+4), be the little or less lying and situated in the Mouza- Bara Bahera, J. L. No. 5, C.S. Dag no. 551, C.S. Khatian no. 611 appertaining of R.S. Dag No. 551/942 , R.S. Khatian No.662, corresponding to L.R. Dag No.672, L. R. Khatian No. 5567 & 5568 within the ambit of Nabagram Gram Panchayat, P.O.- Nabagram P.S. Uttarpara, District - Hooghly,

Pin- 712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District- Hooghly, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property.

L.R. Dag no. 672 of land area 14 cottah 01 Chittaks 00 Sq. ft.

which is butted and bounded manner as follows.

ON THE NORTH : Property of Smt. Nandita Biswas ;

ON THE SOUTH : Adibartama Road ;

ON THE EAST : Vidya Sagar Road;

ON THE WEST : Property of Sri Sachindra Bandopadhyay ;

THE SCHEDULE "C" ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT piece and parcel of one residential Flat being No. in the floor, measuring about sq. ft. super built up area (Covered sq. ft.) of the "**Block - ...**" of the "**MADHUBAN GALAXIA**", being the **Floor tiles**, be the same a title more or less consisting of bed room, Living cum dining, kitchen, toilet and veranda, herein after called the said Flat more fully and particularly described in the schedule -'**C**' hereunder written, together with Lift and other common facility in the floor and floor of block-...., which is lying and situated at Nabagram Gram Panchayat, P.O.- Nabagram, P.S.- Uttarpara, Dist- Hooghly, Pin- 712246, A.D.S.R.-Uttarpara, Hooghly, West Bengal.

which is butted and bounded manner as follows.

ON THE NORTH : ...

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property. i.e. part & parcel of the 'B' schedule property hereunder written, together with undivided proportionate share in the said lands and the said building thereon, together with common right over the common passage in the ground floor only, main entrance, drain line, filter water line pumps motors

and pump room of the said building in common with the developer/vendor and other purchaser and/or purchasers, more fully and particularly described in the 'E' schedule here under written, together with obligation to pay all expenses for maintenance and repair of main structure of the said building, more fully and particularly described in the 'F' schedule here under written, manner of completion and specification of the particular Flat and whole building i.e.(G+4) mentioned in the "G" schedule here under written, AND FURTHER subject to the restrictions mentioned in the 'H' schedule here under written, AND delineated in Map annexed hereto being bordered in **RED** colour.

THE SCHEDULE "D" ABOVE REFERRED TO

(Easements, Quasi-easements, Privileges, the Purchaser or Purchasers are entitled to) :-

1. The purchasers shall be entitled to all right, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the said Flat or therewith usually held occupied, reputed or known, being part & parcel or member thereof, or appertaining thereto which are hereinafter more fully specified, excepting and reserving unto the developer and other owners, purchaser of other units their right if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, more fully and particularly set forth hereinafter in details.
2. The rights of access only in common portion to the building with the developer and other owners/purchaser of other units, and/or other occupiers of the building, subject to limitation, if any, to their such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said "Flat".
3. The right to use at all time and for all purposes the common passage, lobby, stair case and landing within the said building, entrance to the said "Flat" from the main entrance and exit therefore in common with the owner/developer and other owners/purchasers of other units, subject to limitation if any to their in the building, PROVIDED ALWAYS and it is hereby declared that the purchaser, other owners/purchasers

of other units or their servants agents and invitees shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free common passage of other person or persons, including that of the said purchaser the said passage, lobby stair case, landing and other spaces being meant to be used in common as aforesaid.

4. The right of protection of the said "Flat" by or from all parts of the building so far they now protect the same.
5. The right of passage in common as aforesaid for electricity, water and soil from and to the said "Flat" through pipes, drains, wire and conduits lying or being in under or over the said building as may be reasonably for the beneficial occupiers of the said "Flat" for or all purposes whatsoever.
6. The right to use the common facility in the ground floor of block- **B** and other facility at any block with the developer /owners and other owners/purchasers of different units. Each and every purchaser of block-**A** will be entitled to enjoy the common facility only in the block- **B**.
7. The right of passage in common with the developer/owners, and other owners/purchasers of different units, and other person or persons having such rights, subject to limitation thereof any of electricity, water and soil from and to any part other than the said "Flat" or parts of the said building through pipes, drains, wires, conduits lying or being in under, through or over the said "Flat" as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
8. The right of protection of other portion or portions of the building by all parts of the said "Flat" so far as they now protect the same without causing any structural alteration thereof.
9. The right of the purchaser/purchasers respecting ingress from the said flat, the right of the purchaser and that of occupiers of the other part or parts of the building, subject to limitation thereof, if any for the purpose of ingress to and egress from such other part or parts of the building.

the front, entrance, staircases, open and covered spaces, and other common passage or paths of the said building

THE SCHEDULE "E" ABOVE REFERRED TO

(The developer/owners, Purchaser/Purchasers entitled to common user of the common areas and the common parts mentioned in this Indenture shall include):

1. Stair Cases on all the floors of the block-**A**.
2. Main gate of the complex and common passage and lobby in the Ground floor.
3. Main gate of the said Block- **A** and common passage and lobby on the Ground floor to Top floor of the said block.
4. Water pumps, water tank, water pipes and overhead tank on the roof, elevator and other common plumbing installation and also house.
5. Installation of common services viz. Electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, common passage of the said block, including electric meter fittings, common electric meters and boxes.
7. Electric wiring, meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat hereunder sold, and any other unit beside the same on any side thereof Windows, Doors, Grills and other fittings of the common areas of the premises.
8. Such other common parts areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for and occupancy of the units.
9. GENERAL COMMON ELEMENTS of all appurtenances and COMMON FACILITIES:
 - a) All private ways, curves side walls and areas of the said premises.
 - b) Exterior conduits, utility, line.Exterior lighting and other facilities necessary to the upkeep and safety of the said building.

- c) All elevations including shafts walls machine room and facilities.
- d) Common facility in any block for using the common purpose only within the Flat owners of all block.
- e) Generator installed in the ground floor of block-**B** to supply power back up facility for common area, lift, pump and for individual Flat of all block also.
- f) Common facility in the ground floor of block- **B**.
- g) All other facilities or elements or any improvement out side the unit but upon the said building which is necessary for or convenient to the existences, management, operation, maintenance, and safety of the building or normally in common use of the said "**A**"-block only.
- h) The roof or terrace including structure in the said building will jointly be undivided property among the other Flat owners/ purchasers of block-**A** herein, subject to limitation if any to his such right of the said building, the purchaser or purchasers being entitled to use and enjoy the said roof and/or terrace with the developer, others Flat purchaser without causing inconvenience to one another.

THE SCHEDULE "F" ABOVE REFERRED TO

The developer/owners, Purchaser/Purchasers shall have to bear:-

1. The purchaser/purchasers/developer and other occupiers if any of the whole building are bound to bear the all expenses as per decision /resolution taken by the members of the Owners Association and all members shall abide the decision taken by the Society/Owners Association for the benefit of the whole Building of all block. Some common type of expenses mentioned below, will be born by the purchaser/ purchasers;
2. Common maintenance expenses exclusively for Entire Property along with Buildings of all Block : This expenses will be borne by all owners i.e. by (Flat owners, Flat owners, office owners etc) and shall generally

bear with the proportionate area of the particular unit possessed by the purchaser/ purchasers.

3. Common maintenance expenses exclusively for Market & Offices:

This expenses will be borne by only flat owners & office owners in the ground floor and shall generally bear with the proportionate area of the particular flat & Office unit.

4. Common maintenance expenses exclusively for Flat/Apartment :

This expenses will be borne by only Flat owners and shall generally bear with the proportionate area of the particular Flat unit.

5. The share of the purchaser or purchasers in such common expenses shall generally the proportionate in accordance with the liability of the unit hereunder sold and each & every common expenses will be beard as proportioned area possessed by the Purchasers.

Some common Expenses are mentioned below:

- a) Maintaining, Repairing, Re-building, Replacement of any portion of Main Building or other common portion, pump, Electricity, Main Gate of boundary/building, passages, Staircase, Landing, Lobbies, Lift.
- b) Decorating, Painting, White washing of the exterior part of the building and Main entrance etc.
- c) Cleaning and lighting of common portions including Drain, Water Tank, Water connections, Plumbing connection septic tank.
- d) Gram Panchayat Rates and Taxes, impositions, levies, Ground Rent, electric charges, maintenance of Motor pump.
- e) Sweeping and security charges.
- f) Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.

THE SCHEDULE "G" ABOVE REFERRED TO

(Manner of completion and Specifications)

- 1 Structure** : R. C. C. framed structure.
- 2 Walls** : 8' thick brick walls on the external faces, 5' thick brick partition walls.
- 3 Bedrooms, living and dining** : Floor tiles with 4" height skirting on all sides of walls, one hand wash basin at dining.
- 4 Kitchen** : Floor tiles, Granit finish cooking platform, 3'-0" height glazed tiles over cooking platform. One steel sink with tap, open type door opening with arch.
- 5 Toilet** : Floor tiles, glazed tiles dado up to 5'-0" height from floor level on all sides, two taps, one shower, one European /Indian type W. C. Pan with P.V.C low down flushing cistern.
- 6 Doors** : Sal wood frames and commercial flush doors for inside from room and entrance and P.V.C door in toilet.
- 7 Windows** : Aluminium sliding windows with glass and M. S. Grills.
- 8 External Finish** : Cement based paint, colour wash.
- 9 Internal Finish** : Plaster of Parish on all sides of

walls and ceiling.

- 10 Balcony** : 3'-0" height M.S. railing in balcony from finish floor level.
- 11 Plumbing and Sanitary** : All external soil vent and waste water pipes will be of P.V.C.
- 12 Elevator & Generator** : A good quality elevator installed for the use of all the residents of the apartment building. Generator installed only for power failure in the common area, lift, pump and residential Flat.
- 13 Electrical Point :**
- Bedroom** - 2 light point, fan point-1, plug point-1.
 - Living cum Drawing** : T.V. point-1, fridge point-1, , light point - 2, Fan point - 1, Plug point - 1, Calling bell - 1 point.
 - Kitchen** : Light point -1, Chimney point - 1, Plug point - 1, acqua-guard - 1
 - Toilet** : light point-1, exhaust point-1 .
 - Balcony** : One light point, one plug point.

THE SCHEDULE "H" ABOVE REFERRED TO

(The Guidance respecting Possession and/or user of the **FLAT** hereunder demised inter-alia shall include the impositions and restriction as under) :-

- A.** The purchaser or purchasers/developer, and other occupiers if any, of the building, shall not use the afore said "Flat" for the following purpose.
1. To use the said "Flat" for any purpose other than that for the purpose for which it has been constructed or in other words the flat and/or unit shall not be used for any other purpose whatsoever except for residential purpose.
 2. To use the "Flat" and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owners or occupiers of the other units inclusive of flats, nor to use the same for any illegal or immoral purpose in any manner whatsoever.
 3. To carry on or permit to be carried on upon the said "FLAT" any offensive work, whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
 4. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
 5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.

6. To decorate the exterior of the said "Flat" which may affect the other flats within the said building or the structure thereof, in any manner whatsoever.
 7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the "Flat" or any portion of the building housing the same.
 8. To avoid the liability or responsibility of repairing any portion, or any component part of the Flat hereunder sold and transferred, or fittings and fixture therein for storing water, sewerages etc.
 9. To paint outer walls or portion of his flat, common walls or portions of the building exclusive of the get up thereof, only he is entitled to paint inside the walls and portions of his flat only in any colour of his choice.
 10. To encroach any common portion of the building, not to obstruct, jeopardizes the user thereof, not to encumber any of such portion in any manner whatsoever.
- B.** 1. The purchaser/purchasers/Flat owners shall not raise any objection regarding installation and maintenance of V-SAT, Water tank & Chimney at the top roof of this Block by the occupier/occupiers of the first floor of this building.
2. Occupier/Occupiers of the first floor of this block has/have every right to use the residential stair case (i.e. west side stair case of this block) from ground floor to top floor for installation & maintenance purpose only.

IN WITNESS WHERE OF the parties hereto above named set and subscribed their respective hands and seals the day, month and year first written.

SIGNED SEALED & DELIVERED
BY THE PARTIES AT UTTARPARA
IN PRESENCE OF :

1.

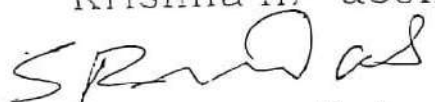
For

2.

1. SRI SUKDEB BISWAS
 2. MRS. NANDITA BISWAS
 3. MIS. PAYEL BISWAS
- through the pen of law
full Constituted Attorney

Signature of the Vendor/owners

Signature of the Purchasers

Krishna Inf acon

Partner

**Signature of the Confirming
Party/ Developer**

Drafted by me as per instruction
of the parties :

Advocate

Compared by,

MEMO OF CONSIDERATION

RECEIVED on and from the above named **PURCHASERS** the sum of Rs. -----/-
(Rupees -----) only as full and final Consideration in respect of the said
"FLAT" being no. -----", in the Block - **"A"** (vide "C" schedule property) as per
Memo hereunder written.

Sl. no. Date Cheque/DD Bank's name

1.

2.

.....

Total Rs.

Total (Rs.-----) only.

Witnesses:

1.

2.

Krishna Inf acon
S R Das
Partner

Signature of the Vendors