

Draft Deed of Conveyance of SKY LARK-III

DEED OF CONVEYANCE

Valued at Rs.

(Rupees) Only

THIS DEED OF CONVEYANCE is made on this the day of July, 2019 (Two Thousand and Nineteen) as per CHRISTIAN ERA.

BETWEEN

1. SMT. GAYATRI GHOSH (PAN NO. CCWPG9406J), Wife of Late Anil Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: Ghoshpara road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

2. SRI ARUN KUMAR GHOSH (PAN no. AEAPG9069B), Son of Late Kanailal Ghosh, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Ghoshpara road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

3. SRI ALOKE KUMAR GHOSH(PAN no. AEAPG8968D), Son of Late Kanailal Ghosh, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Ghoshpara road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115 hereinafter conjointly called and referred to as the "**VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal heirs, executors, administrators, successors, legal representative's and/or assigns) of the **FIRST PART**.

The Vendors hereof hereby represented by their constituted and lawful Attorney:-

"M/s. PIONEER DEVELOPER" a Partnership firm having its present place of Business at 46/A, Patuatala Lane, "BIMALA APARTMENT", Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN no. AANFP6542R** hereby represented by its Partners namely:

(1) SRI BISWANATH DAS (PAN no. AFDPD5167P), S/o. Late Narayan Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(2) SRI ARUN KUMAR JANA (PAN no. AGLPJ4226G), Son of Late Sudhir Kumar Jana, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(3) SRI SUBHANKAR BISWAS (PAN no. ALCPB4228Q), Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, by virtue of a Registered Power of Attorney for Development, being no. 152403472, which was executed and registered on 14.06.2018 by the Vendors hereof at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol. No. 1524-2018, Pages from 110212 to 110252, being no. 152403472, for the year 2018.

AND

“M/s. PIONEER DEVELOPER” a Partnership firm having its present place of Business at 46/A, Patuatala Lane, “BIMALA APARTMENT”, Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN no. AANFP6542Rv** hereby represented by its Partners namely:

(1) SRI BISWANATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI ARUN KUMAR JANA, S/o. Late Sudhir Kumar Jana, by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) SRI SUBHANKAR BISWAS, S/o. Sri Madhab Chandra Biswas, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at DIPSIKHA APARTMENT, Second Floor, Flat No. B, Patuatola Lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereinafter called and

referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office, legal representatives and/or assigns) of the **SECOND PART.**

AND

[If the purchaser is a company]

_____,(CIN no.) a company incorporated under the provisions of the Companies Act, [1956. Or the Companies Act, 2013 as the case may be], having its registered office at_____

(PAN_____), represented by its authorized signatory, duly authorized vide board resolution dated _____, hereinafter referred to as the “PURCHASER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the purchaser is a Partnership Firm]

_____A partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (PAN), represented by its authorized partner duly authorized vide hereinafter referred to as the “PURCHASER” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the purchaser is a Individual]

Mr./Ms. _____ son/ daughter of aged about residing at _____, (PAN _____) hereinafter called the “PURCHASER”(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest and permitted assigns).

[OR]

[If the PURCHASER is a HUF]

Mr. _____, son of _____ aged about for self and as the Karta of the Hindu Joint Mitakashara Family Known as HUF, having its place of business/ residence at _____ (PAN _____), hereinafter to as the "PURCHASER " (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS Originally the predecessor-in-title of the present vendors hereof namely Kanailal Ghosh son of Late Haridas Ghosh, was the absolute and lawful sole owner of a piece and parcel of land measuring about 20 Decimal equivalent to 12 Cottahs 2 Chittaks of land more or less lying and situated at Mouza: Sukchar, J.L. 9, Re Su 14, Touzi 156, comprised and contained in R.S. Dag No. 3347, under R.S. Khatian No. 474, P.S Khardah, Dist. North 24 Parganas, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur and the said Kanailal Ghosh as being the sole and lawful owner of the above mentioned plot of land measuring an area about 20 Decimal equivalent to 12 Cottahs 2 Chittaks of land more or less seized and possessed the above mentioned Property, by constructing a dwelling house thereon and recorded his name in the assessment register of Panihati Municipality and his name also recorded in the R. S. Records of Right which was finally published and enjoying the same without any interruption of others.

AND WHEREAS while have been enjoying the same the said Kanailal Ghosh died intestate on 20.04.1978, leaving behind him his wife namely Kamala Ghosh three sons namely Sri Anil Kumar Ghosh, Sri Arun Kumar Ghosh & Sri Alope Kumar Ghosh AND seven daughters namely Nilima Ghosh (wife of Gobinda Prosad Ghosh), Anima Ghosh (Wife of Bankim Chandra Ghosh), Mina Pal (Wife of Sri Rabindranath Pal), Pratima Kumar (Wife of Sri Sudhir Kumar), Rama Ghosh (Wife of Sri Ajit Ghosh), Anjana Biswas (Wife of Sri Asit Biswas) and Manika Ghosh (unmarried) as his legal heirs and successors.

While have been enjoying the same said Anima Ghosh (Wife of Late Bankim Chandra Ghosh) died on 18.08.1993 leaving behind her son namely

Sourav Kumar Ghosh & one daughter namely Mousumi Ghosh as her surviving legal heirs and successors in respect of her undivided share of the subject landed property.

Be it mentioned here that the wife of Kanailal Ghosh namely Kamala Ghosh died on 29.01.2002.

Subsequently said Anil Kumar Ghosh died on 08.01.2009, leaving behind him his wife namely Gayatri Ghosh, one son namely Amit Kumar Ghosh & one daughter namely Sukanya Paul (Wife of Debabrata Paul) as her surviving legal heirs and successors in respect of his undivided share of the subject landed property.

And thereafter said Nilima Ghosh (Wife of Late Gobinda Prosad Ghosh) died on 31.12.2009, leaving behind her one son namely Prabir Kumar Ghosh & one daughter namely Sukla Ghosh (Wife of Sri Biswanath Ghosh), as her surviving legal heirs and successors in respect of her undivided share of the subject landed property.

AND WHEREAS thus in the manner aforesaid the said Arun Kumar Ghosh (Son of Late Kanailal Ghosh) has got 1/10th undivided share of the total landed property, the said Alope Kumar Ghosh (Son of Late Kanailal Ghosh) has got 1/10th undivided share of the total landed property, Smt. Mina Paul, (Wife of Sri Rabindranath Paul) has got 1/10th undivided share of the total landed property, Smt. Pratima Kumar (Wife of Sri Sudhir Kumar), has got 1/10th undivided share of the total landed property, Smt. Rama Ghosh (Wife of Sri Ajit Ghosh), has got 1/10th undivided share of the total landed property, Smt. Anjana Biswas (Wife of Sri Asit Biswas), has got 1/10th undivided share of the total landed property, Smt. Manika Ghosh (Daughter of Late Kanailal Ghosh) has got 1/10th undivided share of the total landed property, Sri Sourav Kumar Ghosh (Son of Late Bankim Chandra Ghosh), Smt. Mousumi Ghosh (Wife of Sri Sukanta Ghosh, Daughter of Late Bankim Chandra Ghosh) jointly have got 1/10th undivided share of the total landed property, Smt. Gayatri Ghosh (Wife of Late Anil Kumar Ghosh), Sri Amit Kumar Ghosh (Son of Late Anil Kumar Ghosh) and Smt. Sukanya Paul (Wife of Sri Debabrata Paul, Daughter of Late Anil Kumar Ghosh) jointly have got 1/10th

undivided share of the total landed property and Sri Prabir Kumar Ghosh (Son of Late Gobinda Prosad Ghosh) and Smt. Sukla Ghosh (Wife of Sri Biswanath Ghosh, Daughter of Late Gobinda Prosad Ghosh) jointly have got 1/10th undivided share of the total landed property and they jointly inherited the total landed property as the Class-I legal heirs as per the law of Hindu Succession Act, 1956.

AND WHEREAS said Sri Amit Kumar Ghosh, Smt. Sukanya Paul, Sri Sourav Kumar Ghosh, Smt. Mousumi Ghosh, Sri Prabir Kumar Ghosh & Smt. Sukla Ghosh jointly have obtained 8/30th undivided share of total landed property i.e. 3 Cottahs 3 Chittaks 33 Sq.ft. of land together with all easements rights appertaining thereto, lying and situated at Mouza: Sukchar, J.L. 9, Re. Su. 14, Touzi: 156, comprised and contained in R.S. Dag No. 3347, under R.S. Khatian No. 474, P.S. Khardah, the then Additional District Sub-Registry Office at Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, District- North 24 Parganas, by virtue of inheritance from their predecessor and jointly acquiring the right, title interest and possession of their said undivided share of plot of land together with undivided share of Residential Building thereupon and have been enjoying the same with their other co-sharer peacefully without any interruption and hinderance from any corner whatsoever.

AND WHEREAS while have been enjoying the same said Sri Amit Kumar Ghosh, Smt. Sukanya Paul, Sri Sourav Kumar Ghosh, Smt. Mousumi Ghosh, Sri Prabir Kumar Ghosh & Smt. Sukla Ghosh gifted their undivided 8/30th share of land and building i.e. 3 Cottahs 3 Chittaks 33 Sq.ft. of land together with undivided 8/30th share of pucca residential building i.e. 480 sq. ft. out of the total land and building measuring an area 12 Cottahs 2 Chittaks of land together with a pucca building having constructed covered area of 1800 Sq.ft. standing thereon to Smt. Gayatri Ghosh (Wife of Late Anil Kumar Ghosh) i.e. the owner no. 1 hereof by executing a Deed of Gift, being no. 152405645, which was executed and Registered on 02.11.2017, at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas, and the same was recorded in Book no. I, Vol. No. 1524-2017, noted

within the pages from 162965 - 162997, being no. 152405645, for the year 2017 and alongwith her undivided 1/30th share i.e. undivided 6chittaks 21sq.ft. of land she became the lawful owner of 9/30th i.e. 3/10th undivided share of land i.e. 3Cottahs 10Chittaks 9Sq.ft. of land together with a pucca residential building standing thereon having constructed covered area 540 sq.ft. and enjoying the actual physical possession of the said landed property with their other co-sharers peacefully, quietly and without interruption of others and hinderance from any corner whatsoever.

AND WHEREAS said Smt. Pratima Kumar, Smt. Manika Ghosh & Smt. Anjana Biswas hereof jointly have obtained 3/10th undivided share of total landed property i.e. 3Cottahs 10Chittaks 9Sq.ft. of land together with all easements rights appertaining thereto, lying and situated at Mouza-Sukchar, J.L. 9, Re. Su. 14, Touzi 156, comprised and contained in R.S. Dag No. 3347, under R.S. Khatian No. 474, P.S. Khardah, the then Additional District Sub-Registry Office at Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, District- North 24 Parganas, by virtue of inheritance from their predecessor and jointly acquiring the right, title interest and possession of their said undivided share of plot of land together with undivided share of Residential Building thereupon and have been enjoying the same with their other co-sharer peacefully without any interruption and hinderance from any corner whatsoever.

AND WHEREAS while have been enjoying the same said Smt. Pratima Kumar, Smt. Manika Ghosh & Smt. Anjana Biswas gifted their undivided 3/10th share of land and building measuring 3Cottahs 10Chittaks 9Sq.ft. of land together with undivided 3/10th share of pucca residential building i.e. 540 sq.ft. out of the total land and building measuring an area 12 Cottahs 2 Chittaks of land together with a pucca residential building having constructed covered area of 1800 sq.ft. standing thereon to Sri Arun Kumar Ghosh (Son of Late Kanailal Ghosh) i.e. the land owner no. 2 hereof and Sri Alope Kumar Ghosh (Son of Late Kanailal Ghosh) i.e. the land owner no. 3 hereof by executing a Deed of Gift, being no. 152405646, which was executed and Registered on 02.11.2017, at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas, and the same was recorded in Book

no. I, Vol. No. 1524-2017, noted within the pages from 162998-163027, being no. 152405646, for the year 2017 and alongwith their undivided 2/10th share i.e. 1/5th undivided share of land and building i.e. undivided 2 Cottahs 6 Chittacks 36 Sq.ft. of land area and undivided 360 Sq.Ft. of building area became the lawful owners of 5/10th or 1/2 undivided share of total land i.e. 6 Cottahs 1 Chittaks together with the 1/2 undivided share of a pucca residential building i.e. 900 sq.ft. and enjoying the actual physical possession of the said landed property with their other co-sharers peacefully, quietly and without interruption of others and hinderance from any corner whatsoever.

AND WHEREAS said Smt. Mina Pal & Smt. Rama Ghosh jointly have obtained 2/10th equivalent to 1/5th undivided share of total landed property i.e. 2 Cottahs 6 Chittacks 36 Sq.ft. of land together with all easements rights appertaining thereto, lying and situated at Mouza-Sukchar, J.L. 9, Re. Su. 14, Touzi 156, comprised and contained in R.S. Dag No. 3347, under R.S. Khatian No. 474, P.S. Khardah, the then Additional District Sub-Registry Office at Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, District- North 24 Parganas, by virtue of inheritance from their predecessor and jointly acquiring the right, title interest and possession of their said undivided share of plot of land together with undivided share of Residential Building thereupon and have been enjoying the same with their other co-sharer peacefully without any interruption and hinderance from any corner whatsoever.

AND WHEREAS while have been enjoying the same said Smt. Mina Pal & Smt. Rama Ghosh jointly gifted their undivided 2/10th equivalent to 1/5th undivided share of land and building measuring 2 Cottahs 6 Chittacks 36 Sq.ft. of land togetherwith undivided 2/10th equivalent to 1/5th share of pucca residential building i.e. 360 sq. ft. out of the total land and building measuring an area 12 Cottahs 2Chittacks of land together with a pucca residential building having constructed covered area of 1800 Sq.ft. standing thereon to Sri Arun Kumar Ghosh (Son of Late Kanailal Ghosh) i.e. the land owner no. 2 hereof and Sri Aloke Kumar Ghosh (Son of Late Kanailal Ghosh) i.e. the land owner no. 3 hereof

by executing a Deed of Gift, being no. 152403146, which was executed and Registered on 28.05.2018, at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas, and the same was recorded in Book no. I, Vol. No. 1524-2018, noted within the pages from 99139-99171, being no. 152403146, for the year 2018.

AND WHEREAS thus in the manner aforesaid the vendors no. 1, 2 & 3 hereof jointly have become the lawful and joint owners of (6chittaks 21Sq.ft. + 3cottahs 3chittaks 33sq.ft. + 2 Cottahs 6 Chittacks 36 Sq.ft. + 3Cottahs 10Chittaks 9Sq.ft. + 2 Cottahs 6 Chittacks 36 Sq.ft.) = 12cottahs 2chittaks of landed property alongwith 1800sq.ft. one storied residential building standing thereon and they jointly mutated their name in the Assessment Registrar of Panihati Municipality, bearing Holding No. 14, R.R.K. Deb Bahadur Road, under Ward No. 2 and jointly possessing as well as enjoying the same peacefully, quietly and without any interruption of others by exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property and as joint owners thereof paying the relevant rent taxes regularly.

AND WHEREAS the vendors are desirous of developing and completing the construction of the said premises in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the vendors.

AND WHEREAS on **14.06.2018** the Vendors hereof have entered into a Registered Development Agreement, being no. 152403464 which was executed and Registered at the Office of A.D.S.R. Sodepur, North 24 parganas and the same was recorded in Book no. I, Volume No. 1524-2018, pages from 110162 to 110211, being no. 152403464, for the year 2018, with the Developer herein above for the construction of a proposed building (G+4) comprising of several Flats, Shops, & Garrages upon the said property and also executed a Registered Power of Attorney for Development on **14.06.2018** in favour of the Developer herein under the terms and condition as contained therein.

AND WHEREAS in pursuance of the said Development Agreement and the said Power of Attorney for Development the developer has been constructing a multistoreyed building **"SKYLARK-III"** consisting of several flats, shops & Garages in accordance with the building plan sanctioned by the Panihati Municipality, **Vide Plan No. 430, dated 05.10.2018.**

AND WHEREAS thereafter in compliance with the said building plan and inconformity with the other terms and conditions the said Firm by its own fund and by deploying its own Architect and Engineers have completed a (G+4) Multi Storied Building thereon commonly known as **"SKY LARK-III"** comprising with several Flats, Shop rooms & Garages which are all lying ready for immediate transfer in favour of the intending Purchaser.

AND WHEREAS the Purchasers after being satisfied about the title of the Vendors and the sanctioned building plan by the concerned Panihati Municipality and construction of the proposed Ground Plus Four Storied building on the land of Schedule "A" property has approached the Vendor/Developer for purchasing a **Flat, being No. "....."**, on the **Floor** measuring more or less **Sq.ft.** super builtup area into and out of the building popularly known as **"SKY LARK-III"**.

AND WHEREAS the Vendors/Developer agreed to sell and the Purchaser agreed to purchase the **Flat, being No. "....."**, on the **Floor** measuring more or less **Sq.ft.** super built up area TOGETHERWITH undivided proportionate share and/ or interest of the land underneath of the building, completed as per specification hereinafter referred to as the said Flat of the Building under construction at or the price of **Rs. (Rupees)** Only free from all encumbrances whatsoever.

AND WHEREAS by an agreement entered into and executed by and between the Vendors and Developers and the Vendee/s/Purchaser/s hereof on **A.D.** it was agreed inter alia by and between the parties that the Purchaser would purchased the "B" Schedule property hereof together with the specification being Schedule "C" hereunder at and for a consideration of **Rs.** **(Rupees**) Only being the price for**Sq.ft.** approx of Super Built up area being **Flat No. "....."**, contained by the apartment on the**Floor** into out of and over the said building and out of the said consideration a sum of **Rs.** **(Rupees**) Only was paid as and by way of earnest/booking money by the Purchasers unto the Vendors and the Developers/Confirming Party on the day of execution of the said agreement and the Confirming Party have been proper authority to given by the Vendors, acknowledged the receipt there against vide the said instrument.

AND WHEREAS the Purchasers has paid the total consideration money for the said flat amounting to **Rs.** **(Rupees**) Only to the Vendors/Developer which the Vendors/Developer have duly received and acknowledge.

AND WHEREAS the Vendors has agreed to sell, convey and transfer unto the Vendee/s all that the Self-contained **Flat** being schedule "B" hereunder together with the proportionate impartible share of the land, described in the Schedule "A" hereunder subject to the terms hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT in pursuance of the said Agreement and in consideration of a sum of **Rs.** **(Rupees**) Only paid by the Vendee/s unto the Vendors at or prior to the execution of these presents (the receipt whereof the Vendors do hereby admit and acknowledge) and of and from the same and every part thereof acquit release and discharge the Vendee/s the said self-contained **Flat** being scheduled "B" hereunder with proportionate impartible share of the land under the said structure attributable to the said **Flat**

constructed, the Vendors do hereby grant, sell, convey and transfer, assign and assure unto the Vendee/s the said undivided share of land and the said super structural built up area of **Sq.ft.** approx with other facilities and amenities as described in the Schedule "C" hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the "B" Schedule property and other common areas, facilities, plumbing, sewers, messuages, access to roof etc. And all the estate right, title, interest, property claim or demand whatsoever both at law and in equity of the Vendors into out of and over the said **Flat** together with all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said **Flat** and as also unrestricted right of the vendee/ s and his/her/their men and agents to pass and repass through, into and over the passage of the said premises for the use and enjoyment of the said flat TO HAVE AND TO HOLD the said **Flat** hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the vendee/s absolutely and forever free from all encumbrances, charges, trusts, liens, claim, demand whatsoever and the Vendors do hereby covenant with the Vendee/s that notwithstanding any act, deed, matter or thing done or executed by the Vendors to the contrary, the Vendors have good right, full power and lawful authority to grant, sell and transfer the said flat unto the Vendee/s AND the Vendee/s shall for all times to come quietly and peaceably enjoy the "B" schedule property without any eviction or interruption whatsoever from the part of the Vendors AND the Vendors shall at all times indemnify and keep indemnified the demised property and save harmless the Vendee/s against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchaser/s/vendee/s all costs, expenses, leases he may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Vendors, the Vendors undertake to ratify all or any of such defect or mistake at the cost and instance of the vendee/s and the vendee/s shall have the absolute and exclusive right with full power and authority to enjoy the schedule demised property/ "B" scheduled property in the manner aforesaid.

THE PURCHASER/S/VENDEE/S DO/DOTH HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:

1. The Vendee/s shall henceforth peaceably and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale-property without any legal hindrance interruption or disturbance from the Vendors or any person or persons claiming through or under the Vendors and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom-so-ever.

2. The Vendee/s/Purchaser/s shall not use the flat for any purpose whatsoever other than residence for which the same has been agreed and shall not undertake addition or alteration in the outside of the construction in the said **Flat** including adjoining terrace without written permission from other flat owners'/flat owner's association and concerned authorities and shall not use the flat in such a manner as may cause nuisance or annoyance to the occupiers of any other **Flat** in the building or for any illegal or immoral purpose.

3. The Vendee/s shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuse or permit the same to be thrown, or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.

4. The Vendee/s shall at his/her/their own costs charges and expenses maintain and keep the interior of the said flat and every part thereof and the doors and windows etc. thereof in clean and sanitary condition and at his/her own costs from time to time or cause to be done white washing distempering and/or maintaining of the same. The Vendee/s /Purchaser/s shall also pay the proportionate costs and expenses for maintaining repairing the outer face of the building and/or any fittings and fixtures and replacement of any fixtures or fittings or component or accessories of the building and for white washing or colouring of the outer portion of the building.

5. The Vendee/s/Purchaser shall at his/her/their own costs, charges and expenses make alterations or improvements to his/her said flat without making or causing any damages to the common wall or portion of the said building and

affecting the rights of the other purchaser/s or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made, in the outside of the constructed Premises being Schedule "B" hereunder.

6. The Vendee/s/Purchaser/s shall pay the electricity duties and charges in respect of the units so consumed by him/her/their punctually.

7. The Vendee/s/Purchaser/s alongwith the other co-owners or flat owners shall form an association under the prevailing laws of the land and shall abide by the rules, regulations and bylaws of the said Association.

8. In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the vendee/s/purchaser/s shall be entitled to reconstruct or repair or renovation or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other flat owners.

9. Words in this indenture importing singular shall include plural and vice-versa.

10. Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

SCHEDULE "A" ABOVE REFERRED TO
(Description of the entire property)

ALL THAT the piece and Parcel of land measuring more or less **12Cottahs 2Chittaks** classified as "**BASTU**" situates and lying at **Mouza-Sukchar**, J.L. 9, Re. Su. 14, Touzi 156, comprised and contained in **R.S. Dag No. 3347**, under R.S. Khatian No. 474, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, being Municipal Holding No. 14, R.R.K. Deb Bahadur Road, under Ward no. 2 on which the Multistoreyed building (G+4) namely "**SKYLARK-III**" has been constructed.

BUTTED AND BOUNDED

On the North : 25ft. Wide R.R.K. Deb Bahadur Road.

On the South : Municipal Drain.

On the East : Municipal Drain.

On the West: Skylark Apartment.

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat)

ALL THAT a self contained residential **Flat being No."**....." on the
Floor,..... **Facing** covering a super builtup area **Sq.ft.**
(inclusive of all service area) consisting ofBed Rooms,..... Dining-cum-Drawing Room, Kitchen, Toilet, W.C. and Verandah/Balcony with **Floor Tiles** flooring within the building **"SKYLARK-III"** (G+4) into out of and over the "A" Schedule property alongwith the half of thickness joist and common partition wall and common service area and facilities with right and easements all terrace, overhead reservoir, septic tank, plumbing, stair cases, Lift, Roof of the Building, passages, sewers, etc. **TOGETHERWITH** undivided proportionate share of land in the "A" Schedule etc. AND ALSO right for enjoying common facilities as mentioned in the Schedule "C".

BUTTED AND BOUNDED

On the North :

On the South :

On the East :

On the West:

Which is vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Deed of Conveyance.

THE SCHEDULE "C" ABOVE REFERRED TO

PART - I, COMMON AREAS

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said flat.
2. The main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank.

3. Common Stair and lobbies, Lift & Lift room, corridors, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and common areas.

Part - II

**COMMON EXPENSES TO BE BORNE BY THEPURCHASERS AND OTHER
FLAT OWNERS ON
PRO-RATA BASIS.**

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the purchaser or used by his/her/their in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for flat.
6. Premium for insurance of the building .
7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
8. The office expenses incurred of maintaining the office for common purpose.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands hereunto without any provocation in sound state of health and mind out of their own accord on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1.

2.

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser/s/vendee/s the total consideration to the tune of **Rs.** **(Rupees**) Only in the following manner:-

Total **Rs.**

In Words: **Rupees**Only.

Full and final consideration with satisfaction alongwith good health and sound mind on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1.

2.

M/S PIONEER DEVELOPER
Sure Nat Singh
Partner