

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of Two
Thousand Eighteen.

BETWEEN

(1) **SMT. SHYAMALI BASU (PAN EASPB7918E)**, widow of Late Prasanta Basu. by
faith Hindu, by Nationality Indian, by occupation Housewife, residing at Flat No. A-3 at
15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur.
P.O. B.Garden, District-Howrah-711103, (2) **SRI PALLAB BASU (PAN AYEPB3158Q)**,
son of Late Prasanta Basu, by faith Hindu, by Nationality Indian, by occupation Business.
residing at Flat No. A-3 at 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose

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Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah-711103, (3) **SMT. SUMITRA BASU (PAN DRQPB9627A)**, widow of Late Subrata Basu, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at Flat No. E-3 at 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah-711103, (4) **SRI AVIK KUMAR GHOSH (PAN AITPG5542J)**, son of Late Ashoke Kumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Service, residing at 13/1, Umesh Banerjee Lane, P.S. Shibpur, P.O. Khurut. District-Howrah-711101, (5) **SRI ARNAB GHOSH (PAN CJRPG9231P)**, son of Late Ashoke Kumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Service, residing at 13/1, Umesh Banerjee Lane, P.S. Shibpur, P.O. Khurut. District-Howrah-711101, hereinafter collectively called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives, and/or assignees) of the **FIRST PART** represented herein by their Constituted Attorney **SRI TAPAN KUMAR BANERJEE (PAN AFWPB3119E)**, son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah - 711 103.

AND

TECHNICIANS' GUILD PVT. LTD., (PAN AABCT8498D) a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103 hereinafter called and referred to as the "**DEVELOPER / CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office, legal representatives and/or assignees) of the **SECOND PART** represented herein by its Director **SRI TAPAN KUMAR BANERJEE (PAN AFWPB3119E)** son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103.

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AND

SRI AMARTYA KUMAR MAITY (PAN ADKPM9021E) son of Late Arun Kumar Maity, by faith Hindu, by occupation Service and **SMT. KAKALI MAITY (PAN BDQPM1925A)** wife of Sri Amartya Kumar Maity, by faith Hindu, by occupation Housewife, both are residing at 1/6, Laxmi Narayan Tala Road, P.S. A.J.C. Bose Botanic Garden, P.O. B.Garden, District Howrah, Pin-711103 hereinafter jointly called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, nominees and/or assignees) of the **SECOND PART**.

DEFINITIONS :

In this Indenture the terms or expressions used herein shall unless they be contrary and/or repugnant to the subjects or contexts have the following meanings :-

LAND : Land shall mean the free hold residential land situated at Howrah Municipal Corporation Holding No. 15, Rajani Kanta Roy Chowdhury Lane within Police Station A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden and within District Howrah measuring an area 16 (sixteen) Cottahs 15 (fifteen) Chittacks 23 (twenty three) Square feet as per previous Deed but 15 (fifteen) Cottahs 9 (nine) Chittacks 29 (twenty nine) Square feet as per physical measurement as explained in **FIRST SCHEDULE**.

VENDOR : **VENDOR** shall mean **SMT. SHYAMALI BASU** widow of Late Prasanta Basu, **SRI PALLAB BASU** son of Late Prasanta Basu, **MRS. SUMITRA BASU** widow of Late Subrata Basu, **SRI AVIK KUMAR GHOSH** son of Late Ashoke Kumar Ghosh, **SRI ARNAB GHOSH** son of Late Ashoke Kumar Ghosh, and each of their heirs, successors, executors, administrators, legal representatives, and/or assignees.

DEVELOPER : **DEVELOPER** shall mean **TECHNICIANS' GUILD PVT. LTD.**, and its successors and assignees, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah.

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PURCHASER : PURCHASER shall mean and
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DEVELOPMENT AGREEMENT : Development Agreement shall mean the agreement executed by & between the VENDOR & the DEVELOPER named TECHNICIANS' GUILD PVT. LTD. on 30.11.2010.

BUILDING : BUILDING shall mean the five storied residential building blocks two in number consisting Twenty one Nos. of Units/Flats/Apartments and several numbers of Car Parking space accessible through staircase and Lift from Ground Floor to Roof to be constructed on the said land as per plan sanctioned by Howrah Municipal Corporation.

UNIT/FLAT/APARTMENT : UNIT/FLAT/APARTMENT shall mean and include demarcated and self contained portions of the buildings as shown in the plan and having a direct exit to a common area or landing leading to a street which together with the undivided interest in the common areas & common parts, forms an independent residential unit.

BUILT UP AREA : BUILT UP AREA of a Unit/Flat/Apartment means the covered area measured at floor level in any unit taking the external dimensions of the unit (save walls separating one unit from other of which 50% thickness is to be taken into consideration).

COMMON AREAS & COMMON PARTS IN & AROUND THE BUILDING :

Common Areas & Common Parts are specified in two categories :

- i) **COMMON AREAS & COMMON PARTS IN/WITHIN THE BUILDING** : Common Areas and Common Parts appurtenant to the unit in every floor and such other constructed covered areas provided within the building – which shall mean and include the Lift, lobby, staircase, landing in every floor, Staircase Head Room, and Lift Machine Room, Community Space.
- ii) **COMMON AREAS & COMMON PARTS AROUND THE BUILDING** : Common Areas & Common Parts around or outside the covered area of the Building – which shall mean and include open spaces on all sides of the building, Roadways, Pathways.

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Passageways, Boundary walls, Gates, Underground & Overhead Water Storage tanks. Septic Tanks, Pump sets, Underground drainage, Pipe lines on the exterior faces of the building, electrical installations, wiring etc.

GARAGE/PARKING SPACE : Garage/Parking spaces shall mean the open or covered area/space at Ground Floor suitable for parking of Cars & Two wheelers.

CONSULTANT : Consultant shall mean and include SUDIP SUR & ASSOCIATES having its Office at 14/2, Kali Kumar Mukherjee Lane, Shibpur, Howrah, represented by Sri Sudip Sur, Architect.

UNDIVIDED PROPORTIONATE SHARE : Undivided Proportionate Share shall mean the share of each Unit/Flat/Apartment in the total area of the said land, common areas & common parts in and around the building which shall always remain undivided, impartable and cannot be demarcated.

SERVICE CHARGES : Service Charges shall mean and include the total expenses to be incurred for service and maintenance of the common areas and common parts of the building and for making provisions in respect of future services or maintenance. Each Unit/Flat/Apartment holder shall have to pay his/her/its proportionate share of the total Service Charges regularly every month.

COMMON PURPOSE : Common Purposes shall mean and include the purpose of maintaining external services for the units and the building and the Common Areas & Common Parts and for meeting the common expenses relating to mutual rights and obligations of the Purchasers of the Units/Owners/Occupiers and common use and enjoyment thereof.

COMMON SURPLUS : Common Surplus shall mean the amount that will remain as surplus after making payment of all the Common expenses and liabilities from the fund to be collected from all the Unit Holders as Service Charges.

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PLANS : The PLANS shall mean and include the floor plan, sections, elevations, structural details and design of the building & underground & overhead water storage tank, septic tank, drainage etc., prepared by the consultant and approved by the Howrah Municipal Corporation or any amendment thereof.

HOLDING ORGANISATION : Holding Organisation shall mean and include Association, Syndicate, Society or Limited Company that may be formed or nominated by the DEVELOPER for maintenance and management of the Common Services.

TRANSFER : Transfer of Unit/Flat/Apartment shall mean and include transfer by possession and/or transfer of the proportionate undivided share of the Purchaser in the land and constructed built up area of the Unit together with the easement rights on the common areas and common parts through registration of Sale Deed in favour of the purchaser of unit. The Registration of Sale Deed for transfer of the undivided proportionate share of land and built up area of the Unit with all other common rights and easement on the common areas and common parts shall be signed and executed by **SRI TAPAN KUMAR BANERJEE**, Director of Technicians' Guild Pvt. Ltd. the Developer on behalf of the VENDOR & DEVELOPER both.

AGREEMENT FOR SALE : Agreement for Sale mean the document signed and executed by the VENDOR or his Attorney, DEVELOPER & PURCHASER to incorporate in writing the terms and conditions of sale already agreed upon by all the parties in respect of sale of a Unit.

SALE DEED : Sale Deed/Deed of Sale/Deed of Conveyance shall mean the registered document by which the transfer of ownership and title in the proportionate share of the land and the Unit in favour of the PURCHASER is recorded by registration in the office of the appropriate authority.

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GENERAL POWER OF ATTORNEY : Registered General Power of Attorney registered in the office of the Additional District Sub Registrar, Howrah on 21.03.2018 which has been recorded as Book No. IV, CD Volume No. 0502-2018, Pages from 3084 to 3106. Being No. 050200150 for the year 2018 shall mean the document executed by the VENDOR in favour of **Sri Tapan Kumar Banerjee**, a Director of the Developer Company authorising him to carry out all activities and to sign and execute for registration of all documents on behalf of the VENDORS.

SUPER BUILT UP AREA : Super Built up Area of a Unit/Flat/Apartment means Built up area together with undivided share of all Common area in and around the building.

WHEREAS, the VENDOR is the absolute owner of all that piece and parcel of residential (bastu) plot of land having mokarari mourashi rayati interest in the same measuring 16 (sixteen) Cottahs 15 (fifteen) Chittaks 23 (twenty three) sq.ft. be the same a little more or less comprised within Howrah Municipal Corporation Holding No. 15. Rajani Kanta Roy Chowdhury Lane, in Ward No. 39 within Police Station - Shibpur in the District - Howrah as described in the First Schedule hereunder and hereinafter referred to as the "**SAID PROPERTY**";

AND WHEREAS, by virtue of a Registered Deed of Sale executed on 20th day of November, 1936 and registered on 21st day of November, 1936 vide Book No. I. Volume No. 30. Pages 102 to 102 to 106 Being No. 1652 for the year 1936 the predecessors-in-interest of the parties herein namely Jatindranath Basu purchased about one Bigha of land which was recorded at Howrah Municipal Corporation as 1 (one) Bigha 0 (zero) Cottah 15 (fifteen) Chittak 23 (twenty three) sq. ft. in H.M.C. Holding No. 15, Rajani Kanta Roy Chowdhury Lane, in Ward No. 39 within Police Station - A.J.C. Bose Botanic Garden formerly Shibpur in the District of Howrah in the name of said Jatindranath Basu as owner and occupier and

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during his life time said Jatindranath Basu also constructed a three storeyed masonry building over there and used to possess and enjoy the said property for his residential purposes with his family members ;

AND WHEREAS, the predecessors in interest of the Vendor herein Jatindranath Basu son of Late Bipin Behari Basu of 15, Rajani Kanta Roy Chowdhury Lane, P.S. Shibpur, District - Howrah was a businessman and formed a partnership firm dealing in Motor Parts and accessories at Howrah and Kolkata which was subsequently converted into a Private Limited Company, under the name and style of M/S. Howrah Motor Accessories Agency Pvt. Ltd. a registered Company within the meaning of Companies Act. 1956. having its registered Office and Place of business at 3/1, Mangoe Lane, Kolkata - 700 001 and said Jatindranath Basu and his close associates held shares of absolute majority and acted as promoter and first Director of the Board of Directors in the said Private Limited Company ;

AND WHEREAS, said Jatindranath Basu had two wives viz. Kalo Bala Basu and Rekha Rani Basu. The said Jatindranath Basu had three sons namely – Prabhat Kumar Basu, Shyam Sundar Basu and Nilkanta Basu and one daughter Saila Bala Sinha (nee Basu) by his first wife, Kalo Bala Basu and the said Jatindranath Basu had three sons namely Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu, Sri Bimal Kumar Basu and two daughters viz. Smt. Sulekha Mitra (nee Basu) and Smt. Lily Ghosh (nee Basu) by his Second wife, Rekha Rani Basu ;

AND WHEREAS, said Kalobala Basu the first wife died long back during the life time of Jatindranath Basu and the said Rekha Rani Basu died in 1941 and Jatindranath Basu died on November 10, 1961 ;

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AND WHEREAS, the above named three sons and one daughter of Late Jatindranath Basu by his first wife died one after another. The said Prabhat Kumar Basu died on July 01, 1982 and his wife Ava Rani Basu died on November 20, 1996 leaving surviving one son, namely Sri Pradip Kumar Basu and one daughter Dr. Sikha Kar. The Second Son of Late Jatindranath Basu by his first wife named Shyam Sundar Basu died on August 11, 1979 as bachelor. The third son of Late Jatindranath Basu by his first wife named Nilkanta Basu died on 4th May, 1999 leaving behind him surviving Ila Basu (Widow), Sri Prasanta Kumar Basu (Son) and Sri Subrata Kumar Basu (Son) and Smt. Krishna Ghosh (Daughter). Be it mentioned here that Saila Bala Sinha wife of Late Sushil Kumar Sinha, and daughter of Late Jatindranath Basu by his first wife, died on 21st April, 1964 without any issue ;

AND WHEREAS, said Smt. Rekha Rani Basu, the second wife of the said Jatindranath Basu died in 1941 leaving behind her surviving three sons namely Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu, Sri Bimal Kumar Basu and two daughters viz., Smt. Sulekha Mitra and Smt. Lily Ghosh ;

AND WHEREAS, the properties situate at 15, Rajani Kanta Roy Chowdhury Lane, 58, Panchanantala Road, 65, Nilmoni Mullick Lane in the District Howrah and the properties at District - 24 Parganas (South) Police Station - Bhangar of Mouza - Bodra, J.L. No. 130. Block - Bhangar No. 1, R.S. No. 38 of 1955 (1362 B.S.) in various Dags were the properties belonging to the said Jatindranath Basu and the properties at 14A and 14B Dover Lane, Kolkata was purchased by Prabhat Kumar Basu and the properties described at 11, Rajani Kanta Roy Chowdhury Lane, Howrah was purchased in the name of Nilkanta Basu. The properties situate at 28, College Road, Howrah was purchased jointly in the name of Probhat Kumar Basu, Nilkanta Basu and Sri Sankar Kumar Basu out of joint fund as per direction of Deed of Trust of 1953 ;

AND WHEREAS, the said Jatindranath Basu alongwith said Prabhat Kumar Basu and Nilkanta Basu in order to avoid any dispute and differences among them and the other legal heirs and successors of the said Jatindranath Basu have jointly settled the properties situate at 14A & 14B, Dover Lane, Kolkata, 15, Rajani Kanta Roy Chowdhury Lane, Howrah, 11, Rajani Kanta Roy Chowdhury Lane, Howrah, 58, Panchanantala Road, Howrah and 65, Nilmoni Mullick Lane, Howrah excepting the property situate at 28, College Road, Howrah by a Registered Deed of Trust on April, 1953 declaring and appointing themselves as trustees along with Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu as Joint Trustees of the said Trust under certain terms and conditions as embodied therein. The said Deed of Trust was executed by said Jatindranath Basu, Prabhat Kumar Basu and Nilkanta Basu on 7th day of April, 1953 and registered the same on the same day in the Office of the Sadar Joint Sub-Registrar at Howrah in Book No. I, Volume No. 29, Pages from 85 to 90 Being No. 1871 for the year 1953 ;

AND WHEREAS, the settlors of the said Deed of Trust created the said trust for a specified limited period of twelve years after the death of one of the trustees namely said Jatindranath Basu and within the said period the trustees were entrusted to maintain, manage and enlarge the trust properties with the income derived therefrom and they were also given right to transfer any property belonging to the said Trust ;

AND WHEREAS, among other terms and conditions, there was a clear direction given to the trustees that after the expiry of aforesaid time limit i.e. after the cessation of the said Trust the properties included in the Trust and the properties to be acquired in the name of the Trustees from the income derived out of the Trust shall be distributed to the living sons of said Jatindranath Basu equally and to the heirs of any deceased son on the date of cessation of the Trust if any as the case may be and only after distribution of the trust properties the Trust shall stand dissolved ;

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AND WHEREAS, during the life time of said Jatindranath Basu all other terms, impositions, duties, liabilities and responsibilities as set out in the Trust Deed were duly observed by the Trustees strictly as per direction given therein ;

AND WHEREAS, said Jatindranath Basu died on 10th day of November, 1961 leaving behind the other four Trustees remaining ;

AND WHEREAS, the other four remaining or surviving Trustees, namely Prabhat Kumar Basu, Nilkanta Basu, Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu purchased a property situate at 28, College Road, P.S. - A.J.C. Bose Botanic Garden, District - Howrah in the name of Prabhat Kumar Basu, Nilkanta Basu and Sri Sankar Kumar Basu from the income and fund of the said Trust and consequently the said property formed part of the Joint properties of all sons of Jatindranath Basu.

AND WHEREAS, as per direction given in the said Deed of Trust dated 7th April, 1953 that the operation of the Deed of Trust would remain in force till 09-11-1973 i.e. on expiry of twelve years after the death of said Jatindranath Basu who died on 10-11-1961 and the existing trustees of the said Deed of Trust, Prabhat Kumar Basu, Nilkanta Basu, Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu jointly executed a Deed of Release of Trust on 11th day of April, 1975 in favour of the surviving sons of said Jatindranath Basu namely Prabhat Kumar Basu, Shyam Sundar Basu, Nilkanta Basu, Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu and registered the same on the same day in the Office of the Joint Sub-Registrar, Howrah vide Book No. I, Volume No. 33, pages from 251 to 257, Being No. 1323 for the year 1975 and distributed the immovable properties under Trust and acquired by the fund of Trust in favour of the beneficiaries of the said Trust dated 7th April, 1953 on equal 1/6th share each :

AND WHEREAS, said Shyam Sundar Basu died bachelor on 11 August 1979 leaving behind him his two full brother viz. Sri Prabhat Kumar Basu and Nilkanta Basu as his legal heirs / successors and legal representatives who have jointly and simultaneously inherited the one sixth share in the property described in the Deed of Trust and the property acquired by the fund of Trust under the Hindu Succession Act, 1956 each having equal 1/12th share and all together said Prabhat Kumar Basu and Nilkanta Basu inherited 1/4th share each after the demise of Shyam Sundar Basu ;

AND WHEREAS, said Nilkanta Basu died on 4th May, 1999 leaving behind him surviving his wife Ila Basu, two sons Prasanta Basu, Subrata Basu and one daughter Smt. Krishna Ghosh who have jointly inherited the 1/4th share of Nilkanta Basu in the properties being land and building in six holdings as aforesaid ;

AND WHEREAS, Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu have jointly acquired 1/2 share i.e. 1/6th share each in respect of the properties being land and building in aforesaid six holdings ;

AND WHEREAS, the properties comprised within various Dags and Khatians of Mouza – Bodra, P.S. - Bhangar, District - 24 Parganas (South) belonging to the predecessors-in-interest of the parties herein, Jatindranath Basu and after his death the said property was devolved upon his six sons and two daughters each having 1/8th share ;

AND WHEREAS, one of the sons, Shyam Sundar Basu died bachelor and his 1/8th share in the properties of Mouza – Bodra, P.S. - Bhangar, District - 24 Parganas (South) devolved upon his other full brothers viz. Prabhat Kumar Basu and Nilkanta Basu and thus in the property at Bodra they inherited 3/16th share respectively and Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu have 3/8th share and the two daughters, Sulekha and Lily have inherited 1/8th share each and the same was decided to be kept ejmal amongst all the co-sharers stated herein above ;

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AND WHEREAS, disputes and differences arose in joint possession of the properties being land and building as aforesaid and company's share and properties in the District of 24 Parganas (South) in Bodra and with a view to get the properties being land and building and share of Company excepting the properties of Mouza – Bodra in the District of 24 Parganas (South) partitioned by metes and bounds among the co-sharers as aforesaid the co-sharers sat together and decided to get all those properties partitioned excepting the properties comprised within various dags and khatians, J.L. No. 130, Mouza – Bodra. P.S. - Bhangar in the District of 24 Parganas (South) ;

AND WHEREAS, the parties herein have jointly sat together to settle all their disputes and differences among them once for all and have mutually agreed to get the properties being land and building situate in six holdings partitioned by metes and bounds amongst the parties stated herein above on compromise for permanent settlement / partition upon keeping the property at Bodra as joint / ejmal.

AND WHEREAS, in consideration of above the respective co-sharers by virtue of a registered Deed of Partition executed and registered on 14th day of May 2010 in the Office of the District Sub-Registrar Howrah vide Book No. I, CD Volume No. 12, pages 469 to 516, Being No. 05020 for the year 2010 got the aforesaid all the properties being land and building in six holdings including 15, Rajani Kanta Roy Chowdhury Lane, Howrah and companies share partitioned where heirs of said Prabhat Kumar Basu viz. Sri Pradip Kumar Basu and Dr. Sikha Kar were represented as First Party and heirs of said Nilkanta Basu viz. Smt. Ila Basu, Sri Prasanta Basu, Sri Subrata Basu and Smt. Krishna Ghosh were jointly represented as Second Party and Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu were jointly represented as Third Party and said Smt. Ila Basu along with her two sons and daughter herein have jointly been allotted the property being demarcated land measuring 16 (sixteen) Cottahs 15 (fifteen) Chittak 23 (twenty three) sq.ft. with all structures standing thereon situate at 15. Rajani Kanta Roy

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Chowdhury Lane under H.M.C. Ward No. 39, within Police Station - A.J.C. Bose Botanic Garden in the District - Howrah and shares of company which has been described as Item No. 1 of the Schedule - 'C' to the said Deed of Partition ;

AND WHEREAS, the said Smt. Ila Basu along with her sons and daughter after the aforesaid registered Deed of Partition are still in physical possession in exclusion to others in respect of the property they have exclusively and separately been allotted in their favour where Smt. Ila Basu, Sri Prasanta Basu, Sri Subrata Basu and Smt. Krishna Ghosh have / had their undivided one-fourth share in the same ;

AND WHEREAS, the said Smt. Ila Basu attained the age of about 86 years and said Smt. Ila Basu by virtue of a Registered Deed of Gift executed and registered on 7th day of June. 2010 vide Book No. I, CD Volume No. 14, pages from 460 to 481, Being No. 03025 for the year 2010 in the Office of the Additional District Sub-Registrar, Howrah, gifted and transferred her undivided one-fourth share in the said property unto and in favour of Sri Pallab Basu (the First Party No. 2) son of Sri Prasanta Basu and delivered possession in his favour ;

AND WHEREAS, the Vendor / First Party have acquired the said property as described in the First Schedule hereunder each having undivided variable share in the same.

AND WHEREAS, the existing building standing over the said property being too old and dilapidated became unsafe for residential purpose and the same was of no use that requires immediate demolition ;

AND WHEREAS, the Vendor herein sat together and unanimously decided to have multistoreyed building construction over the said property upon demolition of the existing building for their use and for commercial exploitation thereof ;

AND WHEREAS, thereafter Krishna Ghosh died on 3.2.2012 leaving behind her surviving her husband Dr. Ashoke Kumar Ghosh, two sons Sri Avik Kumar Ghosh and Arnab Ghosh as the sole heirs and successors to inherit her 1/4th undivided Share in the property.

AND WHEREAS, on the death of Krishna Ghosh – Sri Prasanta Basu. Sri Pallab Basu. Sri Subrata Basu, Dr. Ashoke Kumar Ghosh, Sri Avik Kumar Ghosh and Sri Arnab Ghosh became jointly the absolute owner of the property as described in FIRST SCHEDULE herein below having Share in the property as noted below ;

SRI PRASANTA BASU	:	1/4th undivided Share
SRI PALLAB BASU	:	1/4th undivided Share
SRI SUBRATA BASU	:	1/4th undivided Share
DR. ASHOKE KUMAR GHOSH	:	1/12th undivided Share
SRI AVIK KUMAR GHOSH	:	1/12th undivided Share
SRI ARNAB GHOSH	:	1/12th undivided Share

AND WHEREAS, the owners as aforesaid jointly executed a General Power of Attorney in favour of Sri Tapan Kumar Banerjee, son of Late Guru Sharan Banerjee and a Director in the Developer Company, appointing him as their Constituted Attorney to dispose of their property on their behalf. The said General Power of Attorney was registered in the office of the District Sub Registrar, Howrah on 21.03.2012 and the said Deed was recorded in Book No. IV, CD Volume No. 1, Pages from 4641 to 4657, Being No. 385 for the year 2012,.

AND WHEREAS, the Developer thereafter being authorised and empowered by the Agreement For Development dt. 30.11.2010 and General Power of Attorney. completed the process of mutation of names of the aforesaid owners in the office of Howrah Municipal Corporation and Land and Land Reform Office, Govt. of West Bengal.

AND WHEREAS, the Vendor being occupied with their own business and profession and more so they have no technical know how to undertake such a venture, were looking for a reputed Developer for taking the project ;

AND WHEREAS, the Developer / Second Party herein is an unquestionable reputed and renowned Developer and a Pioneer Promoter in the locality and the Developer is also well acquainted with the Vendor / First Party herein ;

AND WHEREAS, the Vendor accordingly approached the Developer with a request to undertake the development project and the Vendor and Developer sat together and discussed all pros and cons several times and the Developer after going through all related deeds and documents agreed to develop the said property.

AND WHEREAS, In view of the above the then Owner/Vendor approached the Developer herein and proposed the terms and conditions. The Developer in consideration of the proposal accepted the terms and conditions of the Owners and to record in writing the terms and conditions and procedure of the Development work both the parties entered into the Agreement For Development on 30.11.2010.

AND WHEREAS, the then Owner/Vendor who were the parties to the said Agreement For Development dt. 30.11.2010 also executed a General Power of Attorney by which they appointed Sri Tapan Kumar Banerjee, son of Late Guru Sharan Banerjee by faith Hindu, by occupation Business and a Director in the Developer Company TECHNICIANS' GUILD PVT. LTD. as their Constituted Attorney. The said General Power of Attorney was duly registered in the office of the Additional District Sub Registrar, Howrah on 08.12.2010 and the said Deed was recorded in Book No. IV, CD Volume No. 3. Pages from 822 to 836, Being No. 981 for the year 2010.

AND WHEREAS, the Developer also obtained "NO OBJECTION CERTIFICATE" from the Competent Authority under Urban Land Ceiling & Regulation Act, prepared the plans and schemes of the proposed development and finally has obtained Sanction and/or approval from the authority of Howrah Municipal Corporation for construction of two (G+3) Four storey building blocks upon the First Schedule land after demolition of the existing old building and other structures. The Sanction number being BRC-10/14-15.

AND WHEREAS, the Developer thus acquired right to undertake construction work of the Building Blocks on the said land and to enter into Agreement For Sale with the intending Purchasers and accept payment from them as Advance against booking of Flats.

AND WHEREAS, during continuation of the construction work of the project, the Developer obtained Sanction for construction of the Fourth Floor, the Sanction number being BRC-196/16-17. Based on the sanction/approval of Howrah Municipal Corporation the Developer has already constructed the building blocks upto G+4 Storey.

AND WHEREAS, Ashoke Kumar Ghosh one of the Vendor/Owners died intestate on 28.07.2017 leaving behind his two sons Avik Kumar Ghosh and Arnab Ghosh who inherited his 1/12th undivided Share in equal proportion. ✕

AND WHEREAS, Subrata Basu one of the Vendor/Owners died intestate on 13.02.2018 leaving behind him surviving his widow Smt. Sumitra Basu to inherit his 1/4th undivided Share. ✕

AND WHEREAS, Prasanta Basu one of the Vendor/Owners died intestate on 02.07.2018 leaving behind him surviving his widow Smt. Shyamali Basu and only son Pallab Basu to inherit his 1/4th undivided Share in equal proportion. ✕

AND WHEREAS, on death of Ashoke Kumar Ghosh, Subrata Basu and Prasanta Basu the following persons became the joint owner of the property.

SHYAMALI BASU	:	1/8th undivided Share
SRI PALLAB BASU	:	3/8th undivided Share
SUMITRA BASU	:	1/4th undivided Share
SRI AVIK KUMAR GHOSH	:	1/8th undivided Share
SRI ARNAB GHOSH	:	1/8th undivided Share

The owners as aforesaid jointly executed a General Power of Attorney in favour of Sri Tapan Kumar Banerjee, son of Late Guru Sharan Banerjee and a Director in the Developer Company, appointing him as their Constituted Attorney to dispose of their property on their behalf. The said General Power of Attorney was registered in the office of the Additional District Sub Registrar, Howrah on 24.09.2018, which has been recorded as Book-IV, Volume No. 0502-2018, Pages from 14948 to 14969, Being No. 050200710 for the year 2018.

AND WHEREAS, the Developer has already finished construction work of the Flats in the buildings and has delivered possession of four numbers of Flats marked as Flat Number A-3, D-4, E-3, E-4 to the Vendor herein as per their choice, measuring 4782 Square feet Super built up area, out of the owners' allocation of 37% of the total area that is 8736 Sq.ft. The Owners have preferred and decided to accept cash value of the excess area entitled for.

AND WHEREAS, thus the Developer is now in a position to offer possession of the remaining flats to the respective Purchasers and execute the Deed of Conveyance in favour of the Purchasers.

AND WHEREAS through an Agreement For Sale dated the Purchaser herein agreed to acquire **one Flat** and a **Covered Car Parking Space** in one of the newly constructed buildings at Premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah-711 103 and the **VENDOR** agreed to sell **ALL THAT Flat No. '.....'** at **Floor of Block No.** and a **Covered Car Parking Space No. '.....'** at **Floor of Block No.** at the said premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah-711 103, together with the undivided, impartable, proportionate share of the land and common areas and common facilities to be enjoyed jointly with other Flat Owners, hereinafter mentioned and morefully and particularly mentioned and described in the **SECOND & THIRD SCHEDULE** written hereunder and hereinafter to as the "said Unit/Flat and Covered Car Parking Space" at and for the price of **Rs./- (Rupees Thousand) only** which includes cost of undivided proportionate share in land, cost of the **Flat** measuring Super built up area **Sq.ft.** and cost of the **Covered Car Parking Space** measuring an area **Sq.ft.** and proportionate cost of development of all common area, common parts and common facilities provided within the building and mentioned in detail in **FOURTH SCHEDULE** herein free from all encumbrances but nevertheless subject to terms and conditions, stipulations, covenants and restrictions mentioned in the several schedules hereunder written and the Confirming party agrees to confirm it and the Purchaser has agreed to purchase the said Flat and Covered Car Parking Space for the said price paid before the execution of these presents.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement dtd. and in consideration of the said sum of **Rs./- (Rupees)** only of the lawful money of Union of India well and truly paid up by the Purchaser to the Vendor/Developer the receipt whereof the Vendor/Developer do hereby as well as by receipt hereunder written admit, acknowledge and confirm and for ever discharge, acquit and release the purchaser of the same and every part thereof the Vendor and the Developer do hereby indefeasibly grant, convey, transfer, sell, assure and assign unto the Purchaser **ALL THAT**

Flat No. '.....' at Floor and a Covered Car Parking Space No. '.....' at Ground Floor of Block No. together with undivided proportionate share and interest in land and all common area and common parts within the Premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B. Garden, District-Howrah (morefully explained in **SECOND & THIRD SCHEDULE**) which has been erected and built on the said land morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereafter referred to as the said unit free from all encumbrances, charges, claims, demands, liabilities, attachment whatsoever together with rights to use in common with the Owners and Lawful occupiers of other flats and portions of the said premises, the entrance, stairs, Lift, sewers, watercourses, fixtures and fittings, gas, telephone lines **AND** all manners of former and other rights, liberties, privileges, easements and benefits whatsoever to the said Flat, hereditaments and premises belonging to or otherwise appurtenant thereto or usually held or enjoyed therewith or reputed to belong to or appurtenant thereto **AND** the Reversion or Reversions, Remainder or Remainders and their Rents, Issues and Profits thereof and all the estate, right title and interest in or upon the said premises and every part thereof and all documents and writings and other evidence of title which exclusively relate to the said premises or any part thereof which now are or heretofore were or may be in the custody, powers or possession of the Vendor or in the custody, power or possession of any person from whom they can procure the same without action or suit, **TO HAVE AND TO HOLD** the said Flat and to the use of the Purchaser absolutely and forever as and for an indefeasible title or inheritance fee simple in possession, free from all encumbrances, charges, claims, demands, lispens and attachments whatsoever but nevertheless subject to the terms, covenants, stipulations and restrictions mentioned in several Schedules hereunder written.

2. THE VENDOR and the DEVELOPER HEREBY CONFIRMS the recitals and the transfer made by and under these presents.

3. THE VENDOR and the DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows :

- i) That the Vendor and the Developer has good rightful power and absolute authority

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and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat and covered Car Parking Space hereby granted, sold, transferred, assigned and assured or expressed or intended so to be free from all encumbrances and liabilities whatsoever in the manner aforesaid according to the true intent and meaning of these presents.

ii) And that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold, possess and enjoy the said Flat and covered Car Parking Space hereby granted, sold and conveyed and to receive and take the rents, issues and profits thereof and every part thereof without any lawful acts, suit, hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the vendor / developer or any other person or persons lawfully or equitably claiming from under or in trust for them.

iii) And that the Vendor and the Developer shall make and keep the property free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or released at their costs and expenses and also well and sufficiently saved, defended, kept harmless and indemnified from and against all former and other estates, mortgages, liens, lispendens, claims, demands, attachments, debts, liabilities and encumbrances whatsoever and also give their consent and approval whenever necessary in connection with getting electricity connection, telephone connection and all other amenities and facilities.

iv) And further the Vendor and the Developer and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended to be so or any part thereof from, through or under or in trust for them will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters and things for further better and more perfectly and satisfactorily granting, transferring and assuring the said premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

v) **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR and the DEVELOPER** that they will not claim any right or interest in respect of any other unit in the said Premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah save and except the said Flat and Covered Car Parking Space which has been conveyed to them and they will observe, perform and comply with all the terms, covenants, stipulations and restrictions mentioned in the several Schedules written hereunder and they will regularly pay to the Holding Association as service/maintenance charges which is variable and subject to revision from time to time and as long as the said Flat and Covered Car Parking Space is not separately assessed by the Municipality, will pay towards proportionate share of Municipal tax payable for the said entire building.

vi) The properties and the rights hereby conveyed to the Purchaser including these arising out of these presents shall be one lot and shall not be partitioned or dismembered in parts or part in any manner.

vii) The Purchaser shall be entitled to sell, transfer, assign, dispose of, let out or part with possession of the said Flat and Covered Car Parking Space without any obligation whatsoever on the part of the Vendor and the Developer or the Co-owners like all immovable properties.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE LAND)

ALL THAT the piece and parcel of Bastu land measuring area 16 (sixteen) Cottahs 15 (fifteen) Chittacks 23 (twenty three) Square feet as per previous Deed but 15 (fifteen) Cottahs 9 (nine) Chittacks 29 (twenty nine) Square feet as per physical measurement more or less within Howrah Municipal Corporation Holding No. 15, Rajani Kanta Roy Chowdhury Lane under Howrah Municipal Corporation Ward No.39, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, District Howrah-711 103 and within the jurisdiction of District Registrar and Sub-Registrar which is butted and bounded as follows :

- ON THE NORTH : By 8 feet wide Common Passage and then 20.
Rajani Kanta Roy Chowdhury Lane.
- ON THE SOUTH : By Rajani Kanta Roy Chowdhury Lane.
- ON THE EAST : By 16, Rajani Kanta Roy Chowdhury Lane.
- ON THE WEST : Partly by Rajani Kanta Roy Chowdhury Lane and Partly
by 15/1, Rajani Kanta Roy Chowdhury Lane Holding.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat sold to the Purchaser herein)

ALL THAT the Residential Flat known as Flat No. '.....' at Floor of the building marked as Block No. in the Building measuring Super built up area Sq.ft. & Carpet area Sq.ft. finished with Flooring, containing Three Bed Rooms, Living and Dining Room, Kitchen, Two Toilets and Balcony together with undivided proportionate area of staircase, lobby, landings, Lift etc. and other areas and common facilities attached to the flats and the building at Premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden within the limit of Howrah Municipal Corporation together with the undivided and impartable proportionate share in the said land described in the **First Schedule**.

The above said Flat is sold hereby to the Purchaser at a value of **Rs./-**
(Rupees) only.

A floor plan or map of the said Flat/Apartment/Unit is annexed herewith and shown therein in "**RED**" border.

The said flat/apartment is butted and bounded in the following manner :-

- ON THE NORTH** :
- ON THE SOUTH** :
- ON THE EAST** :
- ON THE WEST** :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the covered Car parking space sold to the Purchaser herein)

ALL THAT a covered Car Parking Space marked as '.....' at **Ground Floor** of **Block No.** measuring an area **Sq.ft.** with **Cemented Flooring** accessible through Common Space on the West situated within Premises No. 15, Rajani Kanta Roy Chowdhury Lane, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden within the limit of Howrah Municipal Corporation together with the undivided and impartable proportionate share of the said land described in the **First Schedule**.

The above said Covered Car Parking Space is sold hereby to the purchaser at a value of **Rs./- (Rupees only)**.

The said Covered Car parking space is butted and bounded as follows and has been shown in **RED Border** in the attached plan.

- ON THE NORTH** :
- ON THE SOUTH** :
- ON THE EAST** :
- ON THE WEST** :

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common areas and common parts Appurtenant to the unit)

1. Entrance Lobby.
2. Staircase, Lift and Landings on all the floors.
3. Staircase Head Room, Lift m/c. Room & Roof/Terrace.
4. Rising Main Electrical lines from CESC installation to the D.B. inside the unit.
5. Electrical control Main Switch & Meter.
6. Main lines for Telephone & Antenna.
7. Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/Terrace.
8. Overhead Water Storage Tanks.
9. Community Space.
10. Fire Service Room.

(COMMON AREAS AND COMMON PARTS OUTSIDE THE BUILDING)

1. Open Passage from the Municipal Road to Lobby and Staircase Entry.
2. Open area at Front, sides & Rear of the Building.
3. Boundary wall and Gate at entry to the premises.
4. Electricity Service installation, Electrical wirings for open area lighting & pump operation.
5. Septic Tanks.
6. Underground sewage and storm water and waste water drainage & Surface Drain.
7. Water distribution Network including Pumpset.
8. Semi underground Water Storage Tank & Pump Room, Tube well.
9. Sewage, Sullage & Storm Water outlet pipes on the exterior faces of the building.
10. Fire safety system.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(MAINTENANCE OF COMMON PORTIONS, COMMON AREAS, COMMON PARTS AND COMMON FACILITIES)

1. The RCC Frame structure from Foundation to Roof, peripheri walls, lobby, corridors. stairs, passages, entrance and exit through the gate fixed on the Boundary wall, open areas on all sides of the building.
2. The underground & overhead water reservoir, septic tank & drainage, pumps and motor with electrical installation, pipes and in general, all apparatus and installations existing for common use.
3. The roof and parapet walls of the building, Lift Well & Lift Machine Room, all open area surrounding the building.
4. Common Services, such as water supply, running of Lift, installing and running of pump, lighting and cleaning of the common areas etc.
5. Such other common facilities as may be specifically provided for.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, re-decorating (without affecting the RCC Frame Structure & elevation) of the main structures with roof and the outer faces of the building and in particular the shutter, rain-water, soil and other pipes and electric wires in under or upon the building to be enjoyed or used in common with the Occupiers / Purchasers of other flats and the main entrance, passages, landings, lift and stair-case of the building enjoyed in common with the Occupiers / Purchasers of the other flats in the said building.

2. Proportionate share of Municipal Taxes (both Owner's and Occupiers share) including surcharges, commercial taxes and other taxes, outgoings, levies and impositions from the date of making over possession of the said Flat and covered Car Parking Space to be borne by the Purchaser till the said Flat and covered Car Parking Space of the Purchaser is separately assessed.

3. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair-cases etc. and the other parts of the building.

4. The salaries of Jamadars, Care-takers, durwans, office clerks, bill collectors. Chowkidars, Sweepers, Electricians, Plumbers and other employees.

5. The cost of working and maintenance of pump, common lights and services.

6. All expenses of common services and in connection with common areas and facilities.

7. Insurance of the building against earth-quake, fire, violences, riots and other natural calamities, if such insurance is made.

8. Such other expenses as are necessary and incidental to the maintenance and up-keep of the premises to be decided by the Holding Organisation.

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THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(EASEMENT)

1. The common areas, common parts and common facilities mentioned in the FOURTH & FIFTH Schedule hereto shall at all times to be held jointly by the Owners and/or occupiers of the different portions of the said premises and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any floor and/or flat and/or space in the said premises shall be entitled to make a partition or division thereof or claim to have any exclusive or special right to any portion thereof, no owner or occupier of any portion of the said premises shall use or allow to be used any part of the common area.

2. The Purchaser shall not use the said Flat for any purpose whatsoever other than residential purpose and shall not use the said Flat or apartment in such manner as may cause or likely to cause nuisance or annoyance to the owners and/or occupiers of any other Flat and/or apartment in the premises.

3. Each owner or occupier of Flats or Parking space in the premises shall use the said common areas and facilities for the purpose they are intended without hindering or encroaching upon the same or upon the lawful rights of owners and occupiers of other Flats and/or Parking spaces in the premises.

4. The management and control of the said plot of land and the said five storied building blocks shall remain vested in the Holding Organisation to be formed by the owners of the flats of the building as per provisions of the Bye Laws of the Holding Organisation.

5. It is obligatory upon the purchaser of the said flat/unit to make payment of the liabilities herein before mentioned to the said Holding Organisation to whom the control and management for the maintenance of the common areas of the premises shall remain vested.

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6. The Purchaser will have to pay in advance during the first week of each month their proportionate share of taxes and other outgoing and expenses mentioned in the Sixth Schedule hereto.

7. Upon the Municipal rates payable in respect of the said premises being apportioned and separate rate bills in respect of apportioned share (both owner's and occupiers' shares) in respect of their Flat and/or Parking Spaces being issued by the Municipality and also upon the said Flat and/or Parking Spaces being separately assessed by the Howrah Municipal Corporation and separate bills being issued, the liability of the Purchaser for payment of Municipal tax as mentioned in the Sixth Schedule hereto shall cease. The Purchaser shall however regularly and punctually pay all such rate bills and keep the Association of the Flat/apartment owners secured therefrom and the purchaser shall go on paying the monthly maintenance charges regularly.

8. The Purchaser shall at their cost maintain the said Flat/apartment in proper states of repair and shall abide by all laws, bye-laws and rules and regulations as per provisions of the West Bengal Apartment Ownership Act, 1972.

9. The Vendor / Developer shall after final disposal of the Building hand over the management and control of the common areas of the said premises and flats to the Holding Organisation to be formed by the Flat owners.

10. The Purchaser shall from time to time and at all times keep the said Flat in good state of repairs and shall whenever necessary support and protect the same at their own cost.

11. The Purchaser shall not at any time demolish or damage or allow to be demolished or damaged any portion of the said flat nor shall make any addition or alteration thereto, which may prejudicially affect the safety or security of the said premises or any portion thereof or alter the elevation of the said flat or floor space.

12. No owner of any portion of the said premises shall do any act which may be prejudicial to the soundness or safety of the building or may in any way impair any easement or make any material change in the portion of the building purchased by them.

13. Each owner of different flat/space and/or floor area in the said building shall be entitled to apply for and to have such portion separately assessed in so far as the same is permissible in law.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(PURCHASERS' OBLIGATION AND COVENANTS)

1. The Purchaser hereby covenants with the Developer as follows :-

a) Not to claim any right whatsoever or howsoever in respect of other portions of the said premises or the building constructed thereon EXCEPTING the said Unit.

b) Not to claim exclusive right over the terrace, roof, parapet walls, open space and other covered spaces not granted to the Purchaser or the external periphery of the said building.

c) Not to do any act, deed or thing whereby the Vendor / Developer or any other Co-owner is prevented from selling, assignment or disposing of any other portions in the said building or at the said premises.

d) Not to object or interfere with the right of the Vendor / Developer to allow any portion of the said building or the said premises to be used as an office or business or residence or for any other lawful purposes.

e) Not to store or keep stored or allowed to be stored any articles, things, materials and goods in the landing, lobbies and other common part of the building.

f) Not to cause or make obstruction or interference with the free ingress to and egress from the said building or the said premises.

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2) The Purchaser after taking over possession of the said Flat shall pay in advance regularly and every month to the Developer Service Charge for maintenance of common amenities and convenience mentioned in the Schedule hereto and for other taxes and outgoings to be levied and all such amount shall be regularly paid by the 7th day of every month and the same shall be payable until formation of holding Organisation or Syndicate as the case may be by all the Purchaser of the units and Vendor / Developer herein and thereafter the amount of Service charge shall be paid directly to the said Organisation. The amount of Service Charges shall be determined by the Developer for the time being.

3) So long as each unit in the said building shall not be separately assessed for Municipal Taxes and assessed on the whole Property the proportion determined by the Developer on the basis of the area in respect of each unit in the said building shall be final and binding on the Purchaser.

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

SIGNED, SEALED AND DELIVERED BY

The Vendor through their Constituted Attorney
& the Developer/Confirming Party
at Howrah in the presence of :

1.

2.

SIGNATURE OF VENDOR

Drafted by me

SIGNATURE OF CONFIRMING PARTY

Advocate

Howrah Judges' Court

Enrolment No. F-1088/921/2002

Typed by-

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Paid by the Purchasers and received by the Developer sum of **Rs.**/-
(Rupees) **only** as the Consideration Money
as per Memo given below :-

<u>DATE</u>	<u>MODE OF PAYMENT</u>	<u>DRAWN ON</u>	<u>AMOUNT</u>
			<u>TOTAL :</u>

SIGNATURE OF VENDOR

Witnesses :

SIGNATURE OF CONFIRMING PARTY

1.

2.

SIGNATURE OF THE PURCHASER