

**THIS DEED OF CONVEYANCE** is made on            day of            , Two Thousand Nineteen A.D.

**BETWEEN**

**SMT. SIKHA SHAW**, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, PAN No.HGKPS6106J, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, hereinafter called the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean an include her legal heirs, representatives, executors, administrators, successors and assigns) represented by her constituted attorney **POROSHPATHOR REALCON PVT. LTD**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, of the **FIRST PART**.

**AND**

**1) MR. ....**, son of ..... by Religion - Hindu, by Occupation - ....., by Nationality - Indian, PAN No....., and **2) MRS.....**, wife of Sri ....., by Religion - Hindu, by Occupation - ....., by Nationality - Indian, PAN No....., both residing at ....., P.O.- ....., P.S. - ....., Kolkata - 700 ....., hereinafter jointly called the "**PURCHASERS/ALLOTTEE**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean an include their legal heirs, representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

**AND**

**POROSHPATHOR REALCON PVT. LTD**, Pan No.AAHCP9431C, a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, PAN no.ALUPS7185H, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the **THIRD PART**.

**WHEREAS :-**

Unless in this Indenture, there be something contrary or repugnant to the subject or context :

- a) **VENDOR** shall mean **SMT. SIKHA SHAW**, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, PAN No.HGKPS6106J, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055.
- b) **PURCHASER/ALLOTTEE** shall mean **1) MR. ....**, son of ..... by Religion - Hindu, by Occupation - ....., by Nationality - Indian, PAN No....., and **2) MRS.....**, wife of Sri ....., by Religion - Hindu, by Occupation - ....., by Nationality - Indian, PAN No....., both residing at ....., P.O.- ....., P.S. - ....., Kolkata - 700 .....
- c) **DEVELOPER/CONFIRMING PARTY** shall mean **POROSHPATHOR REALCON PVT. LTD**, Pan No.AAHCP9431C, a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**,

son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, **PAN no.ALUPS7185H**.

- d) **PREMISES/BUILDING** shall mean all that Multi-Storeyed brick-built building, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, and wherever the context so permits or intends the same shall include the building thereon.
- e) **PLAN** shall mean the Building Plan No.837, dated 29-04-2019, sanctioned by the Madhyamgram Municipality, respecting **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North).
- f) **UNITS** shall mean the flats and/or other spaces constructed space or spaces at the said premises built and constructed and to be built and constructed by the developer at the said premises.
- g) **UNDIVIDED SHARE** shall mean the undivided impartible proportionate share in the lands, at the **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof, in fact.
- i) **COMMON AREAS AND INSTALLATION** shall mean those of the common areas and facilities mentioned and specified in **FIFTH SCHEDULE** hereunder written, and declared and expressed by the Vendor for common use and enjoyment of Co-owners.
- k) **COMMON EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building, and, in particular, the Common areas, and Installations, and common services to the co-owners, and all other expenses for the common purpose including those mentioned in the **SIXTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the Co-owners.
- l) **CO-OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit in the Building, and/or taken lawful possession of any such Unit, and, of all the unsold Unit and/or Units therein not being parted with as yet may remain either in possession of the Vendor or the developer, as such.
- m) **ASSOCIATION** shall mean the Association to be formed by all the co-owners as aforesaid for joint care, security, preservation, and maintenance of the said building. All the co-owners being agreement bound to join such association on due formation thereof paying proportionately for such purpose.
- n) **DEVELOPMENT AGREEMENT** : Registered Development Agreement dated 16th day of December, 2014, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book no.I, CD Volume No.32, at pages No.8858 to 8889 as Being No.12991 for the year 2014.
- o) **PROPORTIONATE SHARE** according to the context shall mean.
  - i) Where it refers to the share of the Purchaser/Allottee in the lands comprised in the said premises the share of any Purchaser/Allottee therein shall be in the proportion in which the super built-up area of the said unit may in total as against the total of super built-up area of all the units within the building, inclusive of the one being the subject matter hereof.
  - ii) Where it refers to the share of the Purchaser/Allottee in the Common Areas and Installations the share of any Purchaser/Allottee therein shall be in the proportion in which the super built-up areas of the said unit be to the super built-up area of all the Units in the Building the share of any Purchaser/Allottee in common expenses therefor similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/or taxes payable as, or under common expenses such

share shall be determined on the basis of such rates and/or taxes as shall be levied their against individually.

- n) **DEFINITIONS** - For the purpose of this Deed of Conveyance, unless the context otherwise requires: -
- i) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - ii) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
  - iv) "Section" means a section of the Act.
  - v) The Vendor has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

**AND WHEREAS** by a Cobala dated 29th day of February, 1964, Registered at the office of the Sub Registrar Cossipore, Dum Dum, recorded in Book No.I, Volume No.27, at Pages No.74 to 78 thereof as Being No.1168, for the year 1964, one Smt. Bedana Bala Das alias Dassi, purchased the property ALL THAT piece or parcel of bastu land, measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), from Niranjana Kumar Das, the Vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

**AND WHEREAS** by a Deed of Gift, Dated 16.12.2014, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, District - 24-Parganas (North), recorded in Book No.I, as Being No.12990 for the year 2014, the said Smt. Bedana Bala Dasi, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred her property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, togetherwith tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), in favour of her daughter namely Smt. Sikha Shaw, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, the donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

**AND WHEREAS** by virtue of said deed the owner herein became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land measuring area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at ***Premises No.21/A, Sahid Khudiram Bose Sarani***, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North) and thereafter mutated her name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No.32, S.K.B. Sarani, Police Station - Dum Dum, Kolkata - 700030, in ward No.17, as absolute owner thereof.

**AND WHEREAS** the vendor herein subsequently mutated her name before the Block Land and Land Reforms Office at Sodepore, District - 24 Parganas (North) and obtained new Modified Khatian No.1542 in connection of R.S. Khatian No.843 and Modified 369 under R.S. Dag No.2791.

**AND WHEREAS** the Vendor herein has decided to develop the aforesaid land, contained in the said property, morefully and particularly described in the FIRST SCHEDULE hereunder written, and accordingly entered into Registered Development Agreement, dated, 16th day of December, 2014, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book no.I, CD Volume No.32, at pages No.8858 to 8889 as Being No.12991 for the year 2014, for development of the said lands, containing certain terms and conditions as agreed between the Vendor and the Developer/Confirming party herein.

**AND WHEREAS** in terms of the said Development Agreement dated, 16th day of December, 2014, the vendor herein executed registered Development Power of Attorney on the same date i.e. 16th day of December, 2014, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book no.I, CD Volume No.32, at pages No.7169 to 7185 as Being No.12992 for the year 2014, in favour of the developer/confirming party herein, for sign and execute differents Agreement of sale and also Deed of Conveyances in respect of the Developer's Allocation within the building to the intending purchaser or purchasers of the said plot of land and other terms and condition stated therein.

**AND WHEREAS** the vendor herein through the developer as contituted attorney applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), and the same being duly sanctioned by the South Dum Dum Municipality vide sanctioned building plan No.837, dated 29-04-2019.

**AND WHEREAS** the said developer herein thereafter duly construction of the building known as "IDEAL ANGEL", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), therefor containing several self contained Flats, garages, Carparking spaces and other spaces therein.

**AND WHEREAS** The Property is earmarked for the purpose of building a residential- multi-storied apartment/building and car parking spaces and the said project shall be known as "IDEAL ANGEL", ("Said Building"). The development of the Said Projects known as 'IDEAL ANGEL', is completed construction of the said building under the project, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.'

**AND WHEREAS** The Vendor and the Developer have duly intimated to the South Dum Dum Municipality about commencement of construction of the Project vide its letter dated 05-08-2019.

**AND WHEREAS** The Vendor and the Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project (including for the Said Apartment and the Said Building from the competent authority). The Vendor and the Developer agrees and undertakes that it shall not make any changes to approved plans of the Projects except in strict compliance with Section 14 of the Act and other laws as applicable.

**AND WHEREAS** the said Agreement contained provisions inter-alia for respective allocation of covered and/or other areas of the Vendor and the Developer/Confirming party herein within the building ascertaining the same in details, and that of the Developer in such allocation, and also duly entitled the Developer to sell, transfer, assign any portion of the developer allocation, with further right to have proportionate share in the lands below the building in accordance with their share as agreed, and to sell, transfer, assign such share in the lands as well for gains without any reservation on the part of the Vendor, cooperation therefor being obligatory on the part of the Vendor in such respect, the developer allocation in favour of the purchaser or purchasers in the said building constructed at the cost of the Developer being granted by the Vendor, the Vendor agreeing to transfer the

Developer's proportionate share in the allocation togetherwith their proportionate share in the lands below the building as consideration for the Vendor having his allocation therein, the value whereof being equal to the proportionate value of lands respecting the allocation of the developer below the building, inclusive of the proportionate value of lands respecting the unit/flat hereunder sold, as included in the amount of consideration for sale thereof unto the Purchaser/Allottees as agreed being paid in full unto the developer herein being the constituted attorney thereof as aforesaid, the value of the lands respecting the unit/flat hereunder sold, and the cost of construction of the unit by the developer together being the total consideration paid by the Purchaser/Allottee unto the developer hereto, the constructed covered areas within the developer allocation on complete construction thereof being duly delivered by the developer unto the Vendor by the time in terms of the development agreement as aforesaid.

**AND WHEREAS** Developer and/or the Vendor herein jointly enter into an Agreement for sale, dated, ....., with the Purchaser/Allottee herein respecting sale of the property being (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the ..... **Floor**, having salable area ..... square feet, more or less, corresponding carpet area of ..... (**.....**) square feet, more or less, consisting of ..... Bed rooms, One kitchen-cum-living/dining, ..... Toilet and ..... Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto and (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or ..... (.....) two wheeler/s in the covered space in the ground Floor of any building in the Said Building, hereinafter jointly called the said "**UNIT**", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building known as "**IDEAL ANGEL**", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), togetherwith terms and condtion mentioned in the said agreement for sale as aforesaid, at or for a total consideration a sum of **Rs...../- (Rupees .....)** only, covering the proportionate value of the lands respecting the Flat below the building and that covering developer charges for construction of the Flat within the same as included in the amount of the consideration as agreed being paid by the Purchaser/Allottee herein to the Developer in full, the Flat hereunder sold being within the allocation of the Developer as agreed upon in terms of the said Development Agreement as aforesaid.

**AND WHEREAS** the Purchaser/Allottee herein has taken inspection of the abstracts of title of the Vendor and also the said sanctioned plan, and materials and measurement relating to the said unit, being a **FLAT** and CARPARKING SPACE within the said building, and made himself fully conversant with the contents hereof, and have fully satisfied himself as to the Title of the present owner-the Vendor, and meaning, purport, and spirit of the Development Agreement as aforesaid in full. If and in case any dispute or difference which may arise between the parties hereto with regard to the construction, measurement and materials, or any other disputes shall be referred to the Court of Law for appointment of a Arbitrator as per Arbitration and Conciliation Act, 1996 as amended upto date.

**AND WHEREAS** the Developer/Confirming party and the vendor herein jointly have agreed to sell, and the Purchaser/Allottee herein has agreed to purchase the property being (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the ..... **Floor**, having salable area ..... square feet, more or less, corresponding carpet area of ..... (**.....**) square feet, more or less, consisting of ..... Bed rooms, One kitchen-cum-living/dining, ..... Toilet and ..... Balcony. The layout of the Said Apartment is delineated

in RED colour on the Plan annexed hereto and (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Building, hereinafter jointly called the said "UNIT", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building known as "IDEAL ANGEL", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** undivided proportionate share in the said lands and the said building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, main entrance, drain line, water line, pumps, motors and pump room of the said building in common with the Vendor and the other Purchaser/Allottee and/or Purchaser/Allottees, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **TOGETHER WITH** obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER**, subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written, at or for a total consideration of **Rs...../- (Rupees .....**) only covering the proportionate value of the lands respecting the flat below the building and that covering developers charges for construction of the flat within the same as included in the amount of the consideration as agreed being paid by the Purchaser/Allottee herein to the developer in full, the flat hereunder sold being within the allocation of the Developer as agreed upon in terms of the said Development Agreement as aforesaid and the possession whereof has been duly delivered to the Purchaser/Allottee simultaneously with the execution hereof.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said consideration of the said sum of **Rs...../- (Rupees .....**) only, lawful money of Union of India well truly paid by the Purchaser/Allottee herein to the Developer herein at or before the execution of these presents (the receipt whereof the Developer doth hereby admits and acknowledges the same) covering Developers charges for construction, and value of proportionate share thereof in lands as contained in the premises of the same every part thereof the Vendor and the Developer do, and each of them doth hereby acquit, release, exonerate, and discharge the Purchaser/Allottee his heirs, executors, administrators, representatives and assigns and every one of them the said 'UNIT', and the undivided and impartible proportionate share of interest and ownership in the lands below or beneath the said building containing inter-alia the said 'UNIT' the subject matter hereof — known as "IDEAL ANGEL", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), with all common areas, and spaces, and all easements and other rights respecting the same, as fully described in the **SECOND SCHEDULE** hereunder written and every part thereof the Vendor as beneficial owner do by these presents indefeasibly grant, sell, convey, transfer, assign, and assure, and the Developer admitting receipt of their charges for construction of the Unit in full from the Purchaser/Allottee doth hereby confirm, and assure unto the Purchaser/Allottee his heirs, executors, administrators, representatives and assigns free from encumbrances,

attachments, and other defects in title (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the ..... **Floor**, having salable area ..... square feet, more or less, corresponding carpet area of ..... (*.....*) square feet, more or less, consisting of ..... Bed rooms, One kitchen-cum-living/dining, ..... Toilet and ..... Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto and (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Building, hereinafter jointly called the said "UNIT", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building known as "IDEAL ANGEL", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** undivided proportionate share in the said land and the said building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **OR HOWSOEVER** otherwise, **TOGETHER WITH** the proportionate right to water course, lights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said 'UNIT' or any part thereof belonging or in any way appertaining to, or with the same, or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto, and the reversion and reversions remainder and reminders, rents, issues 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 Vendor and the developer unto and upon the said 'UNIT' and every part thereof, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, **AND** all deeds, pattas, monuments, writings and evidences of title which in any wise relate to the said 'UNIT', or any part or parcel thereof, and which, now are or hereafter shall or may be in the custody, power or possession of the Vendor and the developer, their heirs, executors, administrators or representatives or any persons from whom 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 'UNIT' and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights and appurtenances unto and to the use of the Purchaser/Allottee his heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendor and developer herein well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents **AND THE** Vendor and the developer do hereby for themselves, their heirs, executors, administrators, and representatives, as the case may be, covenant with the Purchaser/Allottee his heirs, executors, administrators, representatives and assigns, **THAT NOTWITH STANDING** any act, deed, or thing whatsoever, by the Vendor or by and of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the Vendor had at all material times heretofore, and now have good right, full power, absolute authority indefeasible and title to GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE the said "UNIT" hereby GRANTED, SOLD, CONVEYED AND TRANSFERRED OR EXPRESSED OR INTENDED so to be, unto and to the use of the Purchaser/Allottee, his heirs, executors, administrators, representatives and assigns in the manner aforesaid **AND THAT** the Purchaser/Allottee, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said 'UNIT' 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 Vendor and/or 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 Vendor 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 'UNIT' or the Unit as a whole or any part thereof from under or in trust for the Vendor and the Confirming party shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/Allottee 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 'UNIT' and every part thereof as also the said rights, and privileges unto and to the use of the Purchaser/Allottee in manner aforesaid as shall or may be reasonably required **AND THAT** the Purchaser/Allottee will have right to get the benefits of the covenants regarding production of the documents and writings relating to the title of the property described in the **SECOND SCHEDULE** hereunder written, supply of copies thereof as mentioned hereinabove **AND** the Vendor and the Developer are all responsibilities regarding the property hereby sold **AND THAT** the Purchaser/Allottee shall be entitled to all rights all easements, quasi-easements and privileges pertaining to the said "UNIT", as detailed in the **FOURTH SCHEDULE** hereunder written, **TOGETHERWITH** all rights of use and enjoyment of the common areas and the common utilities and services in the premises as mentioned in the **FIFTH SCHEDULE** hereto in common with all the co-owners of the building as aforesaid, **TOGETHER WITH** obligation to pay proportionately all common expenses mentioned in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER** subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written **AND FURTHER MORE** the Vendor and the Developer and their executor, administrators, shall at all time hereafter indemnify and keep indemnified the Purchaser/Allottee his heirs executor, administrators and assigns loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinunder contained and the said sold unit property is free from all encumbrances.

**FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of bastu land measuring area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

**ON THE NORTH** : Haripada Das & Others;  
**ON THE SOUTH** : Monoranjan Laha;  
**ON THE EAST** : 12'-0" wide Municipal Road;  
**ON THE WEST** : Mohan Sether Jhil.

**SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** Multi-storeyed brick-built messuage tenement hereditament and premises and/or building **TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "**IDEAL ANGEL**" containing area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

**ON THE NORTH** : Haripada Das & Others;  
**ON THE SOUTH** : Monoranjan Laha;  
**ON THE EAST** : 12'-0" wide Municipal Road;  
**ON THE WEST** : Mohan Sether Jhil.

**THIRD SCHEDULE ABOVE REFERRED TO:**

**(Said Apartment And Appurtenances)**

(a) **ALL THAT** one self contained residential Apartment/Flat No....., on the ..... **Floor**, having salable area ..... square feet, more or less, corresponding carpet area of ..... (**.....**) square feet, more or less, consisting of ..... Bed rooms, One kitchen-cum-living/dining, ..... Toilet and ..... Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto;

(b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or \_\_\_\_\_ ( \_\_\_\_\_ ) two wheeler/s in the covered space in the ground Floor of any building in the Said Building;

As contained in the building known as "**IDEAL ANGEL**", lying and situated at **Premises No.21/A, Sahid Khudiram Bose Sarani**, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under R.S. Khatian no.843 corresponding to Modified Khatian no.369 and New Modified Khatian No.1542, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share of the land and structure, morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, main entrance, drain line, water line, pump, motor and pump room of the said building in common with the Vendor and the other Purchaser/Allottee and/or Purchasers, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** obligation to pay for expenses for maintenance and repairing the main structure of the said building, morefully and particularly described in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER** subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written, **AND** delineated in Map or Plan annexed hereto being marked with red bordered.

**FOURTH SCHEDULE ABOVE REFERRED TO :**

**EASEMENTS, QUASI-EASEMENTS, PRIVILEGES, THE PURCHASER OR PURCHASER ARE ENTITLED TO:**

1. The Purchaser/Allottee shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the said '**UNIT**', or therewith usually held, occupied, enjoyed, reputed or known, being part & parcel or member thereof, or appertaining thereto, which are hereinafter morefully specified, excepting and reserving unto the Vendor and other owners Purchaser/Allottee of other units his right, if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, morefully and particularly set forth hereinafter in details.
2. The rights of access in common to the building with the Vendor and other owners/Purchasers of other units, and/or other occupiers of the building, subject to limitation, if any, to his such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said '**UNIT**'.
3. The right to use at all times and for all purposes the common passage, lobby, stair case, and landings within the said building, entrance to the said "**UNIT**", from the main entrance and exit therefrom in common with the Vendor, and other owners/Purchaser or purchasers of other units, subject to limitation, if any to his such rights in the building, **PROVIDED ALWAYS**, and it is hereby declared that the Purchaser/Allottee, other

owners/purchasers of other units or his Servants, Agents and invites shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free passage of other person or persons, including that of the Purchaser/Allottee the said passage, lobby, stair case, landings and other spaces being meant to be used in common as aforesaid.

4. The right of protection of the said 'UNIT' by or from all parts of the building so far they now protect the same.
5. The rights of passage in common as aforesaid for electricity, water and soil from and to the said 'UNIT' through pipes, drains, wires and conduits lying or being in, under, or over the said building as may be reasonably necessary for the beneficial occupiers of the said 'UNIT' for all purposes whatsoever.
6. The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Vendor and the other other Purchaser/Allottee of different units, subject to limitation, if any, to his such rights, the Purchaser/Allottee or purchasers being entitled to use and enjoy the ultimate roof and/or terrace with the Vendor, other Purchaser/Allottee or purchasers without causing inconvenience to one another.
7. The right to use in common with the Vendor and other owners/Purchasers of different units, other person or persons having such right respecting the common part or parts of the building, including the stair case, open and covered spaces, passages for electrical installations and other common passages, subject to limitation thereof, if any.
8. The right of passage in common with the Vendor, and other owners/Purchasers of different units, and other person or persons having such rights, subject to limitation thereof, if any, of electricity, water, and soil from and to any part other than the said 'UNIT', or parts of the said building through pipes, drains, wires, conduits lying or being in, under, through or over the said 'UNIT', as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
9. The right of protection of other portion or portions of the building by all parts of the said 'UNIT' so far as they now protect the same without causing any structural alteration thereof.
10. The right of the Purchaser/Allottee respecting ingress to and egress from the said Unit, the right of the Purchaser/Allottee 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, stair cases, open and covered spaces, and other common passage or paths of the said building.

**FIFTH SCHEDULE ABOVE REFERRED TO :**

**THE PURCHASER OR PURCHASERS OF THE BUILDING 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 and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the Flat being the Flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.

10. 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 use and occupancy of the respective units.
11. Electrical Wiring, meters (excluding those installed for any particular **UNIT**).
12. Lift and their asseceries.
13. GENERAL COMMON ELEMENTS and facilities meant for the said '**UNIT**'.
  - a) All private ways, curves, side-walls and areas of the said premises.
  - b) Exterior conduits, utility lines.
  - c) Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
  - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
  - e) All elevations including shafts, shaft walls, machine rooms and facilities.
  - f) All other facilities or elements or any improvement outside the Unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - g) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said '**UNIT**', side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
  - i) Utility lines, telephone and electrical systems contained within the said building.
  - h) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Vendor and the other owners—the purchaser herein, or other purchasers of different units, subject to limitation, if any, to his such rights, the purchaser or purchasers being entitled to use and enjoy the ultimate roof and/or terrace with the Vendor other purchaser, or purchasers without causing inconvenience to one another.

**SIXTH SCHEDULE ABOVE REFERRED TO**

**THE PURCHASER OR PURCHASERS OF THE BUILDING SHALL HAVE TO BEAR PROPORTIONATELY:—**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of reasonably required for the maintenance of the building and for watch and ward duty, and other incidental costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightning, Civil commotion, etc.
7. Municipal taxes, Multi-Storeyed building tax, if any, and other similar taxes save those separately assessed on the respective Unit.

8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the Unit and/or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the Owners as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on his part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

**SEVENTH SCHEDULE ABOVE REFERRED TO:**

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT HEREUNDER SOLD IS SUBJECT TO RESTRICTION AND OBLIGATION TO BE OBSERVED AS UNDER :-**

1. The Purchaser/Allottee shall not use the said '**UNIT**', 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 purposes in any manner whatsoever.
2. The Purchaser/Allottee will not carry on or permit to be carried on upon the said '**UNIT**' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
3. The Purchaser/Allottee will not demolish or cause to be demolished or damaged the said '**UNIT**' or any part thereof.
4. The Purchaser/Allottee will not claim division or partition of the said land and/or the building thereon, and common areas within the same.
5. The Purchaser/Allottee will not throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the '**UNIT**', or any portion of the building.
6. The Purchaser/Allottee will not avoid the liability or responsibility payment of maintenance charge, repairing any portion, or any component part of the unit hereunder sold and transferred, or fittings and fixtures of the common area and also avoid obligation for giving free access to the unit or portion thereof to men, agents, masons, as may be required by the unit Owners' Association from time to time on request therefor by such Association.
7. The Purchaser/Allottee will not paint outer walls or portion of his unit, common walls or portions of the building, exclusive of the getup thereof, without constructing other co-owners of other unit but they being entitled to paint inside the walls and portions of his UNIT only in any colour of his choice.
8. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
9. The Purchaser/Allottee of the UNIT together with other purchaser or Owners of the other flats shall must have the obligations to form an association of such flat Owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous/mejority resolutions of the members thereof shall always be binding upon the members, be that in relation to guidance of members.

10. If and in case any unit of the Ground floor is sold for commercial purpose or if the developer/vendor being in occupation of any unit on the Ground floor and/or purchasers of different units on the Ground floor use for commercial purpose the purchaser herein togetherwith other purchaser of the building shall not make any objection as against the same in any manner whatsoever.
11. If the developer herein gets further sanction of construction over and above the number of floor/one flat of the Multi-storied building for further construction of a floor in such an event the developer will have authority to make further construction over the ultimate roof in that event the vendor/purchaser or purchaser will not raise any objection or obstruction thereto in any manner whatsoever.

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

SIGNED AND DELIVERED  
BY THE VENDOR AT KOLKATA  
IN THE PRESENCE OF:

1.

*as constituted attorney on behalf of Smt. Sikha Shaw*  
*SMT. SIKHA SHAW*  
*...VENDOR /FIRST PART*

2.

SIGNED AND ACCEPTED  
BY THE PURCHASER/ALLOTTEE  
AT KOLKATA  
IN THE PRESENCE OF:

1.

1) MR.....

2) MRS. ....

*...PURCHASESRS/AALLOTTEESECOND PART*

2.

SIGNED, SEALED & DELIVERED  
BY THE DEVELOPER  
AT CALCUTTA IN THE PRESENCE OF:

1.

*POROSHPATHOR REALCON PVT. LTD*  
*Represented by its Director*  
*SRI SUSANTA SUR ROY*  
*...DEVELOPER/THIRD PART*

2.

Drafted By :

Mr. Manik Lal De  
Advocate,  
High Court, Calcutta.  
WB/632/1988.

**RECEIVED** on and from the within named purchaser/Allottee a sum of Rs...../-  
**(Rupees .....**) only the total consideration in respect of the said flat and carparking space,  
in the manner as under:—

**Memo of Consideration**

Cheque No./ Draft /Cash	Dated	Drawn on	Amount
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**TOTAL RUPEES .....**  
**..... ONLY.**

**TOTAL Rs. ....**

**WITNESSES**

- 1.
- 2.

*POROSHPATHOR REALCON PVT. LTD*  
*Represented by its Director*  
*SRI SUSANTA SUR ROY*  
*...DEVELOPER/THIRD PART*