

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

(1) MRS. SAVITA DEVI SULTANIA (PAN No. AJAPS3210R and Aadhar No.), wife of Shri Binod Kumar Sultania, by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal and **(2) MRS. SUMAN DEVI SULTANIA (PAN No. ALSPS6959H and Aadhar No.),** wife of Shri Kailash Sultania, by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, duly represented by **M/S J.J. DEVELOPERS (PAN No. AANFJ0300M)**, a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the **FIRST PART;** The Owners/Vendors herein duly represented by their constituted attorney namely **MR. VAIBHAV KUMAR SULTANIA** (having **Pan No. CNFPS9415M** & Aadhar No.), son of Binod Kumar Sultania, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, by virtue of Development Power of Attorney on **19th Day of July, 2019**, which was registered in the office of the Additional Registrar of Assurances-I, at Kolkata, and recorded in Book – I, Volume number 1901-2019, Page from to, **Being No. 190105053 for the year 2019.**

A N D

M/S J.J. DEVELOPERS (PAN No. AANFJ0300M), a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue,

P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, represented by one of its Partners namely **MR. VAIBHAV KUMAR SULTANIA** (having **Pan No. CNFPS9415M** & Aadhar No.), son of Binod Kumar Sultania, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, hereinafter referred to as the **"DEVELOPER/PROMOTER"** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, administrators, representatives and assigns) of the **SECOND PART.**

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS one Motiar Rahaman Mondal, Abu Hussain Mondal, Abul Hussain Mondal, Altab Hussain Mondal, Benu Hussain Mondal, all sons of Late Elahi Box Mondal, were the absolute owners of "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. no. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas, (hereinafter referred to as the "said parent property") each having 1/5th right title and interest over the said parent property.

AND WHEREAS While seized and possessed of the said parent property, one of the said owners Motiar Rahaman Mondal by an Indenture of Conveyance dated 15th Day of November, 1989 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. , being Deed No. 8285 for the year 1989 duly sold, transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas," unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

AND WHEREAS While seized and possessed of the said parent property, one of the said owners Abu Hussain Mondal by an Indenture of Conveyance dated 28th Day of March, 1989 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, being Deed No. 6947 for the year 1989 duly sold, transferred and conveyed his undivided 1/5th right, title and interest in the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

AND WHEREAS While seized and possessed of the said parent property, one of the said owners Abu Hussain Mondal by an Indenture of Conveyance dated 28th Day of March, 1989 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, being Deed No. 6948 for the year 1989 duly sold, transferred and conveyed his undivided 1/5th right, title and interest in the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and for

consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

AND WHEREAS While seized and possessed of the said parent property, one of the said owners Abu Hussain Mondal by an Indenture of Conveyance dated 28th Day of March, 1989 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, being Deed No. 6946 for the year 1989 duly sold, transferred and conveyed his undivided 1/5th right, title and interest in the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

AND WHEREAS While seized and possessed of the said parent property, one of the said owners Abu Hussain Mondal by an Indenture of Conveyance dated 28th Day of March, 1989 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, being Deed No. 6945 for the year 1989 duly sold, transferred and conveyed his undivided 1/5th right, title and interest in the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh

Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

AND WHEREAS Thus, by the above said purchases the said Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi became absolute owners of the said parent property being "All that piece and parcel of Sali land measuring more or less 16 Cottahs, 7 Chittacks and 40 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" each having undivided and equal share in the said parent property and while enjoying the same developed the said parent property and demarcated them in different smaller plots each having distinct number duly butted and bounded and invited interest from prospective purchasers for purchase of different plots of land.

AND WHEREAS In response to such invitations one Savita Devi Sultania approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and distinct plot of land being "Plot No. 11 measuring more or less 5 Cottahs, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.

AND WHEREAS In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved

Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 30th Day of April, 1992 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, Volume No. 104, Pages from 315 to 322, being Deed No. 4627 for the year 1992 duly sold, transferred and conveyed the said plot of land being "Plot No. 11 measuring more or less 5 Cottahs, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of the said purchaser Savita Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.

AND WHEREAS Thus, the said Savita Devi Sultania become an absolute owner and/or seized and possessed of the said plot of land being "Plot No. 11 measuring more or less 5 Cottahs, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" and while seized and possessed of the said plot of land mutated her name with the Rajarhat-Gopalpur Municipality and upon mutation the said plot of land has been numbered as Holding No. AS/257/BL-KC/10-11, Kaikhali, Sardar Para, Ward No. 10, Kolkata – 700052 and later jurisdiction of the area has changed to Bidhannagar Municipal Corporation and accordingly she mutated her name with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been renumbered as Holding No. 10, Block-KC, 257, Kaikhali, Holding No. 257, Ward No. 6, Kolkata – 700052, P.S. Airport.

AND WHEREAS Similarly, in response to such invitations one Suman Devi Sultania approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and bounded and distinct plot of land being "Plot No. 12 measuring more or less 5 Cottah, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.

AND WHEREAS In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita

Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 30th Day of April, 1992 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. 1, Volume No. 104, Pages from 121 to 130, Being Deed No. 4607 for the year 1992 duly sold, transferred and conveyed the said plot of land being "Plot No. 12 measuring more or less 5 Cottahs, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of the said purchaser Suman Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.

AND WHEREAS Thus, the said Suman Devi Sultania has become an absolutely owner and/or seized and possessed of the said plot of land being "Plot No. 12 measuring more or less 5 Cottahs, 2 Chittacks, 38 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" and while seized and possessed of the said plot of land mutated her name with the Rajarhat-Gopalpur Municipality and upon mutation the said plot of land has been numbered as Holding No. AS/258/BL-KC/10-11, Kaikhali, Sardar Para, Ward No. 10, Kolkata – 700052 and later jurisdiction of the area has changed to Bidhannagar Municipal Corporation and accordingly she mutated her name with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been renumbered as Holding No. 10, Block-KC, 258, Kaikhali, Holding No. AS/258, Ward No. 6, Kolkata – 700052, P.S. Airport.

AND WHEREAS Thereafter, in response to such invitations again Savita Devi Sultania and Suman Devi Sultania further approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and bounded and distinct plot of land being "Plot No. 12A measuring more or less 1 Cottah 8 Chittack, 3 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.

AND WHEREAS In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 16th Day of February, 1996 which was duly registered with the office of the District Sub Registrar at Barasat and recorded in Book No. 1, Volume No. 58, Pages from 184 to 192, Being No. 3200 for the year 1996 duly sold, transferred and conveyed the said plot of land being "Plot No. 12A measuring more or less 1 Cottah 8 Chittack, 3 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" unto and in favour of the said purchasers Savita Devi Sultania and Suman Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.

AND WHEREAS Thus, the said Savita Devi Sultania and Suman Devi Sultania jointly became absolute owners and/or seized and possessed of the said plot of land being "Plot No. 12A measuring more or less 1 Cottah 8 Chittack, 3 Sq. ft. comprised in R.S. Dag No. 596, Khatian No. 49, J.L. No. 5, Touzi No. 172, Mouza – Kaikhali, P.S. Airport, District – North 24 Parganas" and while seized and possessed of the said plot of land mutated their names with the Rajarhat-Gopalpur Municipality and upon mutation the said plot of land has been numbered as Holding No. AS/259/BL-KC/10-11, Kaikhali, Sardar Para, Ward No. 10, Kolkata – 700052 and later jurisdiction of the area has changed to Bidhannagar Municipal Corporation and accordingly they mutated their names with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been renumbered as Holding No. 10, Block-KC, 259, Kaikhali, Holding No. 259, Ward No. 6, Kolkata – 700052, P.S. Airport.

AND WHEREAS While seized and possessed in respect of the said plots of land, the said Savita Devi Sultania and Suman Devi Sultania also mutated their names in respect of their respective plots of land with the concern B.L. & L.R.O. office under L.R. Khatian nos. 819/3, 840/3 respectively under L.R. Dag No. 596 and both are enjoying their lawful possession over the said plots of land and are paying their

khajnas, taxes, rent and other outgoings to the concern authority regularly free from encumbrances, charges, liens and lispensens whatsoever in nature.

AND WHEREAS Both the said owners Savita Devi Sultania and Suman Devi Sultania thus became absolute lawful joint owners and/or seized and possessed of the said plots of land being "Plots Nos. 11, 12 and 12A, in total land measuring about **11 Cottah, 13 Chittack, 34 Sq. Ft.** little more or less lying and situated at Mouza-Kaikhali, J.L. No. 5, R.S. No. 115, Touzi No. 172, comprised in R.S. Dag No. 596, under R.S. Khatian No. 49, corresponding to L.R. Dag No. 596, under L.R. Khatian Nos. 819/3, 840/3 at Holding No. AS/257/BL-KC/10-11, AS/258/BL-KC/10-11, AS/259/BL-KC/10-11, Kaikhali, Sardar Para, now 10, Block-KC, 257, Kailkhali, Holding No. 257 & 10, Block-KC, 258, Kaikhali, Holding No. AS/258 & 10, Block-KC, 259, Kaikhali, Holding No. 259, P.S. Airport, Kolkata – 700 152, District- North 24 Parganas, under Ward No. 10 now, within the limit of the Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation (herein after referred to as the said Premises) which is morefully described in the **FIRST SCHEDULE** hereunder written and/or given and is paying the municipality rent, taxes and other outgoings regularly. The aforesaid property is free from all encumbrances and charges and fully described in the First Schedule herein below and they have intend to construct the multi storied building upon the said land but due to his lack of experience regarding construction and financial incapability they have negotiated with the Developer who are interested to construct the new building thereon. That upon total discussion by and between the parties herein it is agreed that the Developer will construct the proposed multi-storied building upon the said land mentioned in First Schedule herein below with their cost AND in lieu of the said land the Land Owners/Vendors will get a Sanctioned area of the proposed building (as given below hereinafter called the OWNER'S ALLOCATION and the balance/rest flats and others construction area of the said proposed building shall be belongs to the Developer hereinafter called the DEVELOPER'S ALLOCATION and the Developer shall have every right to sell or transfer the said Developer's Allocation to any Purchaser at such consideration as they think best fit and proper.

AND WHEREAS the Landowners/Vendors and Developer hereby agreed and between them in respect of construction of proposed multi-storied building on Joint Venture basis upon the land which is morefully and specifically described in the

FIRST SCHEDULE hereunder written and hereinafter referred to as the "said Premises".

AND WHEREAS the said OWNERS/VENDORS herein entered into a unregistered Development Agreement with M/s J.J. Developers for the development of the said property upon the said land.

AND WHEREAS to avoid future complications, The said **OWNERS/VENDORS** herein further entered into a Development Agreement dated **19th Day of JULY, 2019** with **M/S J.J. DEVELOPERS (PAN No. AANFJ0300M)**, a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, represented by one of its Partners namely **MR. VAIBHAV KUMAR SULTANIA** (having **Pan No. CNFPS9415M** & Aadhar No.), son of Binod Kumar Sultania, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional Registrar of Assurances-I, at Kolkata, and recorded in Book – I, Volume number 1901-2019, Page from 215347 to 215398, **Being No. 190104439 for the year 2019** and for proper implementation of the development work, the said **OWNERS/VENDORS** herein executed a Registered Development Power of Attorney dated **19th Day of July, 2019** and registered in the office of the Additional Registrar of Assurances-I, at Kolkata, and recorded in Book – I, Volume number 1901-2019, Page from to, **Being No. 190105053 for the year 2019** in favour of the said Developer for all matters of construction of the building and sale, convey and transfer to the intending Purchaser and registration of the same.

AND WHEREAS after demolishing of the existing structure upon the said plot of land, the Developer has already started to construct upon above mentioned plot of land a building containing several self contents flats according to the Sanctioned Plan **vide No. 144 dated 10.06.2014** of the **Rajarhat-Gopalpur Municipality** at their own cost according to the said Development Agreement and the Development Power of Attorney executed by the Vendors in favour of the developer/Promoter.

AND WHEREAS The Developer 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 that in according with the said sanctioned plan the Developer had started and completed the construction works over the said plot of land and declare to sell developer's allocated portion and the Purchasers approached to the DEVELOPER to purchase **ALL THAT** one residential **Flat No. on floor** side of the said Ownership building consisting of (....) Bed rooms, (....) Living cum Dinning space, (.....) Verandah, (.....) Kitchen and (.....) Toilets & Privies admeasuring an area of **Sq.ft.** more or less including super built up area of the building known as "**THE BHUMI RESIDENCY**" at/or consideration sum of **Rs./- (Rupees) only** free from all sorts of encumbrances, charges, liens and lispenses.

AND WHEREAS the OWNERS/VENDORS herein and the DEVELOPER/CONFIRMING PARTY herein have agreed to sell, alienate, transfer, demise, devise, grant and provide and the Purchasers has agreed to purchase, own, acquire, seize and possess of **ALL THAT** one residential **Flat No. on floor** side of the said Ownership building consisting of (....) Bed rooms, (....) Living cum Dinning space, (.....) Verandah, (.....) Kitchen and (.....) Toilets & Privies admeasuring an area of **Sq.ft.** more or less including super built up area of the building known as "**THE BHUMI RESIDENCY**" morefully and particularly described in the SECOND SCHEDULE hereunder written and/or given together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land in first schedule hereunder, at total consideration of **Rs./- (Rupees) only** upon agreeing the Parties herein have entered into an Agreement for Sale thereof dated which was duly registered with the office of the And recorded in Book No..., Volume No..., Pages from to, Being No..... of and recording the consideration/s, enumerations, provisions, terms and others thereof for which and all others the said agreement for sale is self-explanatory in itself and now all the Parties herein in finalization of the same are executing and registering these presents amongst themselves.

AND WHEREAS the Owners/Vendors and the Developer/Confirming Party herein

doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors and the Developer/Confirming Party herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and the Developer/Confirming Party herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors and the Developer/Confirming Party herein absolutely and that neither the Owners/Vendors and the Developer/Confirming Party herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer/Confirming Party herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and the Developer/Confirming Party herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and their right, title and interest therein and that the Owners/Vendors and the Developer/Confirming Party herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

I. NOW THIS DEED OF CONVEYANCE WITNESETH THAT:

In pursuance of the agreement and in consideration of the sum of **Rs./-** (**Rupees**) **only** paid by the Purchasers herein to the Developer herein the receipt whereof the Developer herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the from the payment of the same and every part thereof the OWNERS/VENDORS herein and the Developer herein forever release discharge and acquit the Purchasers herein the said share and the properties and rights and appurtenants thereto and the Owners/Vendors herein and the Developer herein doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein of **ALL THAT** one residential **Flat No.** on **..... floor** side of the said Ownership building consisting of (....) Bed rooms, (....) Living cum Dinning space, (.....) Verandah, (.....) Kitchen and (.....) Toilets & Privies

admeasuring an area of **Sq.ft.** more or less including super built up area of the building known as **"THE BHUMI RESIDENCY"** morefully and particularly described in the **SECOND SCHEDULE** hereunder written and/or given **together with** undivided impartible, proportionate share in the land contained under the **FIRST SCHEDULE** hereunder written and/or given together with right to use the common areas, facilities and amenities are available thereof more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the OWNERS/VENDORS herein and the Developer herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/s/Flat/s including the undivided impartible proportionate share by the Purchasers herein and the co-owners as mentioned under the **SIXTH SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchasers' paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/s/Flat/s and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** hereunder written and/or given and the Purchasers and other co owners shall abide by the Rules and regulations and common obligations along

with the other owners/occupiers of the other units/flats in the building as detailed in the FIFTH SCHEDULE hereunder written.

II. THE DEVELOPER/CONFIRMING PARTY HEREIN AND THE OWNER/VENDOR HEREIN DOTI HEREBY CONVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:

- A. The interest which the Developer herein and the OWNERS/VENDORS herein do hereby profess to transfer, subsists and that Developer/Confirming Party herein and the Owner/vendor herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchasers herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
- B. It shall be lawful for the Purchasers herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer herein or the OWNERS/VENDORS herein or any person or persons claiming through under or in trust for the Developer herein or the Developer herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.
- C. The Developer herein or the OWNERS/VENDORS herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights thereto together with the benefits and

properties hereby granted to the Purchasers herein and in the manner aforesaid.

- D. The Developer herein or the OWNERS/VENDORS herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchasers herein produce or cause to be produced to the Purchasers herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer herein, the Developer herein or the Owners/vendors herein) and also shall at the like request and costs of the Purchasers herein deliver to the Purchasers herein such attested or other copies or extracts there-from as the Purchasers herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

III. THE PURCHASERS HEREIN DO TH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

To observe fulfil and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/s/Flat/s wholly and the common areas proportionately and all other outgoings in connection with the said Unit/s/Flat/s wholly and the building and particularly the common areas proportionately including the common expenses and maintain the Rules and obligation according to Fifth Schedule hereunder written and/or given.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The said Flat/s in terms hereof shall be considered completed and vacant possession thereof shall be delivered by the Developer herein and the

OWNERS/VENDORS herein with the execution of these presents to the Purchasers herein.

- B. The Purchasers herein neither have nor shall claim from the Developer herein and/or the other co-owners any right title or interest in any other part or portion of the land and building SAVE the said share and the properties and rights appurtenant thereto and the said Unit/s/Flat/s and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.
- C. The PURCHASER shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- D. The PURCHASER shall mutate the Said Flat in his/her/their own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

UNLESS OTHERWISE THE FOLLOWINGS HAVE THE MEANINGS AS FOLLOWS:

1. In this Deed words and expression used shall unless they be contrary and/or repugnant to the context have the following meanings.

ARCHITECT shall mean the architect for the time being appointed by the Developer for the construction of the new building.

ASSOCIATION shall mean the limited company or society or syndicate of association to be promoted and/or formed by the Developer for the common purposes of the resident Owners of the said Flats in the said Premises.

COMMON AREAS shall mean all the common areas facilities amenities erections constructions and installations comprised in the premises and/or new building and expressed or intended by the Developer for common use and enjoyment of the unit holders as specified under the Third Schedule hereunder written.

COMMON EXPENSES shall include or expenses to be incurred by the unit holders for the maintenance and upkeep of the new building and the premises and/or expenses for the common purposes as may be allocated by the Developer or by the Association upon it's formation including those specified under the Fourth Schedule hereunder written.

COMMON PURPOSES shall mean the purposes of managing and maintaining the new building and the premises particularly the common areas, collection and disbursement of the common expenses and dealing with the matters of common interest of the unit holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

COVERED AREA shall mean according to it's context plinth area of the said unit or all the units in the new building including the bath room and balcony and also thickness the outer walls, internal walls, pillars provided that if any wall be common between two Units then ½ of the area under such wall shall be included in such unit.

DEVELOPER shall mean "**M/S J.J. DEVELOPERS** (PAN No. **AANFJ0300M**), a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal, represented by one of its Partners namely **MR. VAIBHAV KUMAR SULTANIA** (having Pan No. **CNFP9415M** & Aadhar No.), son of Binod Kumar Sultania, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 1, B.K. Paul Avenue, P.O. Hatkhola & P.S. Jorabagan, Kolkata – 700 005, West Bengal.

LAND shall mean the land comprised in the said premises as morefully and particularly described in the First Schedule.

NEW BUILDING shall mean the storied building consisting of several residential flats in different floors, to be constructed by the Developer at the said premises in pursuance hereof.

PLANS shall mean the plans drawing and specification of the new building prepared by the Architect and sanctioned by the concerned authorities provided that it shall also include alteration and modifications thereof.

PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit be to be covered area of all the units in the new building.

THE SAID PREMISES shall mean the premises **ALL THAT** Plots Nos. 11, 12 and 12A, in total land measuring about **11 Cottah, 13 Chittack, 34 Sq. Ft.** little more or less lying and situated at Mouza- Kaikhali, J.L. No. 5, R.S. No. 115, Touzi No. 172, comprised in R.S. Dag No. 596, under R.S. Khatian No. 49, corresponding to L.R. Dag No. 596, under L.R. Khatian Nos. 819/3, 840/3 at Holding No. AS/257/BL-KC/10-11, AS/258/BL-KC-10-11, AS/259/BL-KC/10-11, Kaikhali, Sardar Para, now 10, Block-KC, 257, Kailkhali, Holding No. 257 & 10, Block-KC, 258, Kaikhali, Holding No. AS/258 & 10, Block-KC, 259, Kaikhali, Holding No. 259, P.S. Airport, Kolkata – 700 152, District- North 24 Parganas, under Ward No. 10 now, within the limit of the Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation, A.D.S.R.O. Rajarhat, West Bengal described in the First Schedule hereunder written and shall include the new building to be constructed thereon wherever the context so permits.

SAID UNIT shall mean subject to such variation as stated herein the unit described in the Second Schedule hereunder written.

UNITS shall mean the space constructed in the new building intended and/or capable of being exclusively owned controlled and/or enjoyed by any unit holder.

UNIT HOLDER shall mean the persons or parties who have for the time being agreed to acquire or have acquired any unit or units in the new building.

NOTE:

1. Singular shall include plural and vice-versa.
2. Masculine gender shall include feminine and neuter gender and vice-versa.

THE FIRST SCHEDULE ABOVE MENTIONED TO
(THE SAID PREMISES)

ALL THAT Plots Nos. 11, 12 and 12A, in total land measuring about **11 Cottah, 13 Chittack, 34 Sq. Ft.** little more or less lying and situated at Mouza- Kaikhali, J.L. No. 5, R.S. No. 115, Touzi No. 172, comprised in R.S. Dag No. 596, under R.S. Khatian No. 49, corresponding to L.R. Dag No. 596, under L.R. Khatian Nos. 819/3, 840/3 at Holding No. AS/257/BL-KC/10-11, AS/258/BL-KC-10-11, AS/259/BL-KC/10-11, Kaikhali, Sardar Para, now 10, Block-KC, 257, Kailkhali, Holding No. 257 & 10, Block-KC, 258, Kaikhali, Holding No. AS/258 & 10, Block-KC, 259, Kaikhali, Holding No. 259, P.S. Airport, Kolkata – 700 152, District-North 24 Parganas, under Ward No. 10 now, within the limit of the Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation, A.D.S.R.O. Rajarhat, West Bengal, the said land butted and bounded as follows:-

ON THE NORTH : By Common Passage;

ON THE SOUTH : By BSF Colony;

ON THE EAST : By Shyam Sadan;

ON THE WEST : By Property of Sarada Devi Agarwal/Ashok Bajaj;

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT)

ALL THAT one residential **Flat No.** on **..... floor** side of the said Ownership building consisting of (....) Bed rooms, (....) Living cum Dinning space, (.....) Verandah, (.....) Kitchen and (.....) Toilets & Privies admeasuring an area of **..... Sq.ft.** more or less including super built up area of the building known as **"THE BHUMI RESIDENCY"** (tiles flooring & lift facility) together with all common rights amenities and/or facilities thereof together with undivided, undemarcated proportionate share interest and ownership in the land of the said Holding No. AS/257/BL-KC/10-11, AS/258/BL-KC-10-11, AS/259/BL-KC/10-11, Kaikhali, Sardar Para, now 10, Block-KC, 257, Kailkhali, Holding No. 257 & 10, Block-KC, 258, Kaikhali, Holding No. AS/258 & 10, Block-KC, 259, Kaikhali, Holding No. 259, P.S. Airport, Kolkata – 700 152, District- North 24 Parganas, under Ward No. 10 now, within the limit of the Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREA AND FACILITIES

1. Main Gate, Entrance of the said building, Boundary wall.
2. Stair case, lift, landing on all floors.
3. Common passage, Lobby on the ground floor and common rights of the Top Roof of the building.
4. Water pump room, Overhead and Underground water reservoir, Water pipe lines, Rain water pipes and other common plumbing and Sanitary installations.
5. Drainage and sewerage lines and Septic Tank.
6. Such other common parts, spaces, equipment, fixtures, fittings, and spaces in or about the said building as a necessity for common use for the said flat Owners at the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(The common expenses and maintenance of the Building)

1. The cost of maintaining, replacing, white washing, painting, rebuilding, decorating the main structure of the said building including the exterior

thereof and in particular the common portion of terrace landing and stair cases of the building shutters, rainwater pipes, motor pumps, tube well, gas pipes and electrical wire sewerage, drains, transformer, generator and all other common parts of the fixtures fitting and equipments in under or upon the building enjoyed or used in common by the occupiers thereof.

2. The cost of acquisition and other legal proceeds, the costs of cleaning and lighting the maintenance, maintaining space, passage, landing stair case main walls and other parts of the building as enjoyed or used in common by the occupiers hereof.
3. The cost of working repairs, replacement and maintenance lights, pumps, tube well and other plumbing works including all other service charges for a services rendered in common to all other occupiers.
4. Municipal and other taxes (both owners and occupiers) outgoing etc.
5. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Obligations & Rules and Regulations)

- 1)** The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities therein.
- 2)** The Purchaser shall use the said Flat and all common portions peacefully with the other co owner.
- 3)** The Purchaser shall co-operate with the Association and/or other Flat Owner in the Building for upkeep and proper maintenance and protection of the common portions.
- 4)** The Purchaser shall regularly and punctually pay the proportionate share of the common expenses and/or debts and in the manner provided for elsewhere in the Agreement and in case of default in making payment by the Purchaser,

the Developer/Confirming party or the Association shall have the additional right without prejudice to its other rights to stop the electricity, water or other utilities to the said Flat to realize the due amounts from the Purchaser.

- 5)** The Purchaser shall not do any of the following acts, deeds and things :
- a)** Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b)** Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c)** Carry out repairs in a manner so as to affect the structural stability of the building.
 - d)** Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - e)** Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
 - f)** Keep any heavy articles on the floor or operate any machine other than the usual home appliance. Change the colour scheme of the windows, grill and the main door of the said Flat other than according to the specification and installations of the Developer/Confirming party or upon formation of the Association in writing.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(The Easements)

The Co-Owners/Vendors shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :

- i) The right common passage, user and movement in al common portions.
- ii) The right of passage of utilities, including, connection for telephones, televisions, pies, cables etc. through each and every part of the new building, including the said flat.

- iii) Rights of support, shelter and protection of each portion of new building by other and/or other thereof.
- iv) The absolute, unfettered and unencumbered right over the common portions SUBJECT TO the terms and conditions herein contained save and except car parking space/s.
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said flat.
- vi) Right to install television antenna at such place on the roof of the new building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled exclusively to the same.

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

EXECUTED AND DELIVERED by
the OWNERS/VENDORS in the
presence of:

WITNESSES:

- 1.

- 2.

EXECUTED AND DELIVERED by
the DEVELOPER in the presence of:

WITNESSES:

- 1.

- 2.

EXECUTED by AND DELIVERED to
the PURCHASERS in the presence
of:

WITNESSES:

- 1.

- 2.

Drafted by:

Advocate
High Court, Calcutta.

RECEIPT

RECEIVED of and from the within named Purchasers within mentioned sum towards the consideration for sale of the said share and the properties and rights appurtenant thereto in the land and other rights and the said Flats more fully and particularly enumerated under the **SECOND SCHEDULE** hereunder written and/or given being the sum of **Rs./- (Rupees)** only.

MEMORANDUM OF CONSIDERATION

Date	Bank	Cheque no.	Amount (Rs.)
		Total	Rs./-

(Rupees) only

SIGNATURE OF THE WITNESSES:

1.

2.

**SIGNATURE OF THE DEVELOPER
/CONFIRMING PARTY**