

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the day of **TWO THOUSAND AND NINETEEN (2019)**.

BETWEEN

(1) RAJESH BANSAL (PAN AEAPB0838D), son of Late Santosh Kumar Bansal, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office –Alipore, Police Station- Alipore, Kolkata-700027 **(2) KANISHK BANSAL (PAN AICPB1712A)**, son of Rajesh Bansal, by faith- Hindu, by occupation- Business, by Nationality – Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office - Alipore, Police Station- Alipore, Kolkata-700027 **(3) NIKITA BANSAL (AGARWAL) (PAN AMNPA4774G)**, daughter of Sanjay Agarwal and wife of Kanishk Bansal, by faith-Hindu, by occupation- Business, by Nationality- Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office - Alipore, Police Station- Alipore, Kolkata-700027, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**;

AND

GANGES GARDEN REALTORS PVT. LTD., (PAN AABCG9388F), a Company registered under the provisions of Companies Act, 1956 having its registered office at 37A, Bentinck Street, Second Floor, Room No.215, Post Office-Esplanade, Police Station –Hare Street, Kolkata-700069, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**, represented by one of its Directors, **Sri Nikunj Bhartia (PAN AKDPB6670J)**, son of Om Prakash Bhartia, by faith-Hindu, by occupation-Business, by Nationality-Indian, working for gains at 37A, Bentinck Street, Second Floor, Room No.215, Post Office-Esplanade, Police Station –Hare Street, Kolkata-700069.

- AND -

(1) (**PAN**), son of, by faith-....., by occupation-....., by nationality-, residing at, Post Office-, Police Station-, Pin-....., hereinafter called and referred to as the **PURCHASER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **THIRD PART**.

W H E R E A S :

- A.** Originally (i) Smt. Lajwanti Devi and (ii) Smt.Radha Devi, wives of Sri Kashmirilal Sharma became absolute owners and occupiers in respect of Mokorari Mourashi Land, measuring about 5 Bighas 19 Cottahs 8 Chittaks and 24 Sq.ft. and equivalent to 1.976 acres in respect of Premises Nos.16/1, B.K. Paul Temple Road and 44, Rajesh Sett Lane, Belur, Police Station Bally, District Howrah, in Ward No.IV of Bally

Municipality and comprised in Settlement record as Mouza Barrackpur, J.L. 16, Touzi No.19, 820, in Several R.S. Dags and Khatians from the several vendors through respective Deeds of Sale Dated 23.09.1960, 23.09.160, 08.08.1961, 08.08.1961 i.e. four (4) Deeds.

- B.** During enjoyment of the above mentioned properties in khas due to diverse reasons, Smt. Lajwanti Devi and Smt. Radha Devi sold and transferred the above mentioned property in favour of BISHANDAYAL GOYAL, Son of Late Bhawani Prasad Goyal, undivided 50%, SANTOSH KUMAR BASNAL, Son of Late Munilal Bansal, undivided 25%, ISH KUMAR AGARWAL and Indra Kumar Agarwal, Son of Late Arjan Dass Agarwal, undivided 25% jointly, by executing one Registered Deed of Sale dated 18th day of November, 1967 and the same was registered Vide Deed No.4646 for the year 1967 in the Office of District Sub-Registrar, Howrah.
- C.** Thus Bishandayal Goyal & Others became joint owners and occupiers in respect of the above mentioned property and developed the same in all possible manner including raising of rooms and sheds thereon and began to enjoy the same on payment of Municipal Tax and Government Revenue in the names of erstwhile owners and/or their predecessors and the said property was renumbered by the Bally Municipality being Premises No.16/1, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- D.** During enjoyment of the said property in khas, BISHANDAYAL GOYAL & OTHERS lease out a portion of the above mentioned property, measuring about 3 Bigha 0 Cottah and 12 Sq.ft. of land a little more or less with structures standing thereon being Eastern side of the total property in favour of D.A.V. College Trust and Management Society for establishing one School in the name of SETH ARJAN DASS DAV PUBLIC SCHOOL for a period of 99 years on and from 9th day of March, 2002, and the said Deed was registered in the office of Additional District Sub-Registrar, Howrah and recorded in Book No.I, volume No. 39, Pages 67 to 79, Being No.1709 for the year 2002 thereat.
- E.** On the basis of said Lease Deed, the Lessee i.e. D.A.V. College Trust & Management Society mutated their names in the record of Bally Municipality and the Leasehold portion/leasehold property was renumbered as Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- F.** In spite of due diligence, the Lessee failed to start the School after obtaining necessary permissions and sanctions of the authorities and ultimately requested the Lessors i.e. the Owners of the property for surrender of the Lease and ultimately the Lessee surrendered their leasehold right in favour of the Lessors by executing one Deed of Surrender of Lease on 10.08.05, which was registered in the Office of Additional District Sub-Registrar at Howrah and recorded in Book No.I, Being No.3582 for the year 2005 thereat.
- G.** By virtue of the said Surrender of Lease Deed, the Leasehold property reverted back to the original owners/Lessors and as if the said lease was never been granted.
- H.** Thus the said BISHANDAYAL GOYAL & OTHERS absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of Mokorati Mourashi Land, measuring about 1,970 acre and equivalent to 5 Bighas 19 Cottahs 8 Chittaks and 24 Sq.ft. with shed and rooms, comprised in several Dags and

Khatians, Mouza Barrackpur, P.S. Bally, District Howrah and commonly known as Bally Municipality Premises No.16/1, & 16/1/A, B.K. Paul Temple Road, P.S. Bally, District Howrah, Pin-711202 and categorically stated in the FIRST Schedule written hereunder and hereinafter referred to as the 'Larger Property' for the sake of brevity and convenience.

- I.** For the sake of convenient user, better, enjoyment and maintaining better good relation in between said BISHANDAYAL GOYAL & OTHERS it was decided to have a mutual partition and they by executing a registered Deed of Partition on 1st Day of April, 2006 at the Office of A.D.S.R. Howrah, recorded in Book No.I, Volume No.75, Pages 102 to 113, Being No.2923 for the year 2006 amicably Partition the above mentioned Property in the following manner :-
- (a) That the First Party of the above mentioned Partition Deed viz. SANTOSH KUMAR BANSAL, Son of Late Munilal Bansal, ISH KUMAR AGARWAL and INDRA KUMAR AGARWAL, Son of Late Arjan Dass Agarwal, was allotted property measuring more or less 3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft. with sheds and rooms, with all rights of common easements and amenities therewith particularly described in the A SCHEDULE of the Partition Deed and shown in the annexed sketch map with colour 'Red' border line and marked as Plot 'A' therein, being Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202, also particularly described in the SECOND SCHEDULE hereinafter mentioned and for the sake of brevity hereinafter called and referred as the "Entire Property".
- (b) That the second party of the above mentioned Partition Deed viz. BISHANDAYAL GOYAL was allotted property, measuring more or less 2 Bighas 19 Cottahs 08 Chittacks and 12 Sq.ft. with sheds and rooms, with all rights, of easements and amenities annexed therewith particularly described in the B SCHEDULE of the Partition Deed and shown in the annexed sketch map with colour 'Blue' border line and marked as Plot 'B' therein, being Bally Municipality Premises No.16/1, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- J.** By virtue of the above mentioned act, deeds and things SANTOSH KUMAR BANSAL became Owner of undivided 50% share of the Property i.e. ALL THAT Land measuring more or less 3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft. with sheds and rooms measuring more or less 14400 Sq.ft., with all rights of common easements and amenities therewith particularly described in the FIRST SCHEDULE hereinafter mentioned being Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah and ISH KUMAR AGARWAL and INDRA KUMAR AGARWAL @ INDER KUMAR AGARWAL jointly became Owner of undivided 50% share of Entire Property i.e. ALL THAT Land measuring more or less 3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft. with sheds and rooms measuring more or less 14400 Sq.ft. with all rights of common easements and amenities therewith particularly described in the FIRST SCHEDULE hereinafter mentioned being Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202, for the sake of brevity hereinafter called and referred as the SAID PROPERTY.

- K.** The said SANTOSH KUMAR BANSAL died on 31st January,2011 leaving behind his last Will dated 27th October,2008, wherein he allotted ALL THAT undivided 50% share in the Land measuring more or less 3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft. at and being Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202, absolutely to his elder son RAJESH BANSAL and the said Will has been duly probated IN THE COURT OF DISTRICT DELEGATE, ALIPORE Act39 Case No.244 of 2011 (P).
- L.** By virtue of the above mentioned act, deeds and things RAJESH BANSAL became Owner of ALL THAT undivided Land measuring more or less 30 Cottah 0 Chittack and 6 Sq.ft. with sheds and rooms measuring more or less 7200 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- M.** By virtue of the above mentioned act, deeds and things Indra Kumar Agarwal @ INDER KUMAR AGARWAL became Owner of ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- N.** By virtue of the above mentioned act, deeds and things ISH KUMAR AGARWAL, became Owner of ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- O.** Indra Kumar Agarwal @ INDER KUMAR AGARWAL by executing a registered Deed of Gift on 12th November,2013 at the Office of D.S.R. Howrah, donated his share in the entire Property i.e. ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202, to KANISHK BANSAL one of the Owner herein and the said Deed of Gift has been recorded in Book No.I, CD Volume No.34, Pages 1655 to 1671, Deed No.10099 for the year 2013.
- P.** By virtue of the above mention Registered Deed of Gift KANISHK BANSAL became the Owner of ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- Q.** ISH KUMAR AGARWAL by executing a registered Deed of Gift on 12th November,2013 at the Office of D.S.R. Howrah, donated his share in the entire Property i.e. ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202, to NIKITA AGARWAL one of the Owner herein and the said Deed of Gift

has been recorded in Book No.I, CD Volume No.34, Pages 1672 to 1688, Being No.10100 for the year 2013.

- R.** ~~By~~ virtue of the above mention Registered Deed of Gift NIKITA AGARWAL became the Owner of ALL THAT undivided Land measuring more or less 15 Cottah 0 Chittack and 3 Sq.ft. with sheds and rooms measuring more or less 3600 Sq.ft., with all rights of common easements and amenities therewith within the Property at Bally Municipality Premises No.16/1/A, B.K. Paul Temple Road, Belur, Howrah, Pin-711202.
- S.** By virtue of the above mentioned acts, deeds and things Owners herein became the absolute Owners of **ALL THAT** the land measuring more or less **3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft.** with sheds and rooms measuring more or less **14400 Sq.ft.** with all rights of common easements and amenities therewith comprised in **J.L. No.16, Touzi No.19** in the following several Dags and Khatians, as mentioned hereunder **Mouza- Barrackpur, Police Station- Bally, District-Howrah** and commonly known as **Bally Municipality Premises No. 16/1/A, B.K. Paul Temple Road, Police Station – Belur** previously Bally, **District- Howrah, Pin-711202, within Bally Municipality Now (Howrah Municipal Corporation) Old 15 (Now 60)**. (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PREMISES**)
- T.** The **OWNER/DEVELOPER** obtained a sanctioned plan from the authorities concerned being No.for undertaking construction of a Housing Project on **SAID PREMISES** comprising of several independent blocks and the said project has been named "**GANGES DIVYA**".
- U.** The Purchaser herein approached the owner Developer and owner Developer agreed to sale **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the **building** being **Block-**, in Project "**GANGES DIVYA**" containing by estimation an area of**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex (hereinafter collectively referred to as the **SAID FLAT**) at and for the agreed consideration of **Rs/- (Rupees)** **only** and the parties entered into an agreement amongst themselves.
- V.** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

- W.** The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.
- X.** The Owner/ Developer herein have specifically represented to the Purchase that the said flat is free of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have 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 Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer 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 herein may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in consideration of the said sum of **Rs 78,70,000/- (Rupees Seventy Eight Lakhs Seventy Thousand) only** paid by the Purchasers herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the Owner/ Developer doth hereby admits and acknowledges and the Owner/ Developer doth hereby acquit, release and forever discharge the Purchasers from the payment of the same and every part thereof as well as the **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the **building** being **Block-**, in Project **“GANGES DIVYA”** containing by estimation an area of**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex attributable thereto and the Owner/ Developer doth hereby grant, convey, sell, assign and assure to and unto and in favour of the Purchasers **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the **building** being **Block-**, in Project **“GANGES DIVYA”** containing by estimation an area of**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common

parts portions areas and facilities to comprise in the said Residential Area/Complex attributable thereto hereinafter collectively referred to as the SAID FLAT with the common rights OR HOWSOEVER OTHERWISE in the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions, remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owner/ Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers free from all encumbrances liens and lispens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owner/ Developer or any person or persons from whom the Owner/ Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Owner/ Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owner/ Developer made done, occasioned or suffered to the contrary the Owner/ Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens, lispens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owner/ Developer or any person or persons claiming or to claim from through under or in trust for the Owner/ Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits

thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the Said Flat to any person or any financial institution at his own choice, trust for the Owner/ Developer into and upon the said trust for the Owner/ Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters or things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owner/ Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispendens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owner/ Developer and further that the Owner/ Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owner/ Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Purchasers hereby covenants with the Owner/ Developer that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises and wholly in respect of the said flat and the Purchasers further covenant with the Owner/ Developer herein that the Purchasers shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchasers and that the Owner/ Developer shall upon every reasonable request of the Purchasers and at the costs of the Purchasers execute further deeds and documents to perfect the title of the Purchasers and the Owner/Vendor assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land)

and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in **Part I** and **Part II** of the **THIRD SCHEDULE** hereunder written and/or describe and The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the Rights and privileges as detailed in the **FIFTH SCHEDULE** hereunder written and /or described responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. AND FURTHER that PURCHASERS shall abide by the Restrictions /House Rules as detailed in **THE SIXTH SCHEDULE** above referred to and FURTHER THAT the PURCHASER shall the common expenses as detailed in the **SEVENTH SCHEDULE** hereunder written and /or described.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT the land measuring more or less **3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft.** with sheds and rooms measuring more or less **14400 Sq.ft.** with all rights of common easements and amenities therewith comprised in **J.L. No.16, Touzi No.19** in the following several Dags and Khatians, as mentioned hereunder **Mouza- Barrackpur, Police Station-Bally, District-Howrah** and commonly known as **Bally Municipality Premises No. 16/1/A, B.K. Paul Temple Road, Police Station – Belur** previously Bally, **District-Howrah, Pin-711202, within Bally Municipality Now (Howrah Municipal Corporation) Old 15 (Now 60)**.

R.S. No.	Dag	R.S. Khatian No.	L.R. No.	Dag	L.R. Khatian No.	Area (in Satak)	Area (in Sq.Mtr)
3707 (P)		1447(N)	4388(P)		1181 & 2154	17.62	713.216
3692 (P)		495	4368(P)		1181 & 2152	7.13	288.348
3691(P)		1445 (N), 74 (old)	4367 (P)		1181 & 2154	8.54	345.612
3676 (P)		124	4348 (P)		2152	10.44	422.463
3690 (P)		136	4366 (P)		63	10.53	425.967
3689 (P)		136	4365 (P)		63	44.94	1818.884
					TOTAL	99.20	4014.49

and butted and bounded in the manner as follows:

ON THE NORTH : By old Dag Nos.3675, 3692 & Godown of Rakhal Das.

ON THE SOUTH : By road B.K. Paul Temple Road, Belur, Howrah.

ON THE EAST : By old Dag Nos. 3688, 3715, 3714, 3708 & Mnaksia Crown Cap Manufacturing Plant.

ON THE WEST : By Premises No.116/1, B.K.Paul Temple Road, Belur, Howrah.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(The Said Flat)**

ALL THAT piece and parcel of the **FLAT AND/OR UNIT** no..... on the**Floor** of the building being **Block-**, in Project '**Ganges Divya**' containing by estimation an area of **Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** as delineated and demarcated in the Map or Plan annexed hereto and shown in RED borders.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts & Portions)

BASIC FACILITIES:

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as be planned by the Developer.

Extended Facility:

- a) Community Hall.
- b) Gym.
- c)

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi Easements)

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Developer and/or the maintenance company) of Ganges Divya)

1. The right in common with the purchaser and/or other person or persons entitled to the other part or parts of Ganges Divya as aforesaid for the Developer and use of common part or parts of Ganges Divya including its installations staircases, lobbies in covered spaces electrical installations, other passages and internal roads.

2. The name Ganges Divya shall be a permanent feature displayed in the project premises in any form as decided by the Developer.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of Ganges Divya through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of Ganges Divya for all purposes whatsoever.
4. The right of protection for other portion or portions of Ganges Divya by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of Ganges Divya.
5. The right of the Developer, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of Ganges Divya the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of Ganges Divya.
6. The right of the Developer/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Developer and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi Easements for Purchaser)**

1. The Purchaser shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.

2. The right of access and passage in common with the Developer or the co-Owner/Developer and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in Ganges Divya and /or its phases and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of Ganges Divya so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over Ganges Divya and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of Ganges Divya the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Developer and occupiers of the other units and portion of Ganges Divya.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expenses connected and/or incidental thereto.

4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNER/DEVELOPER at Kolkata in the presence of
Witnesses:

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the **PURCHASERS** at Kolkata in the presence of :

Witnesses:

1.

2.

RECEIVED from the within named Purchasers the within mentioned **Rs/- (Rupees)** **only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK	AMOUNT (in Rs)	TDS (in Rs)
TOTAL AMOUNT:			Rs/-	

(Rupees) **only**

Witnesses :

1.

2.