DEED OF CONVEYANCE

1) THIS INDENTURE OF CONVEYANCE made on this day of , Two Thousand Twenty(2020) BETWEEN (1) SRI ABHISHEK BANKA(PAN-AISPB7914J) (AADHARNO.6562 0616 7783), 2)MR.ADITYA BANKA (PAN- AJTPB0698M)(AADHAR NO. – 3858 5951 9567) both sons of Sanjay Kumar Banka, 3)SRISWATIE GUPTA(PAN – AISPB7912Q)(AADHAR No. – 8961 8567 5520) wife of Sandeep Kumar Gupta, all are residing at CB-74, Salt Lake City, Sector – I, P.O. – CC Block, Police Station – Bidhannagar(North), Kolkata – 700064, District – North 24 Parganas, West Bengal and 4)SRI DEBASHIS ROY (PAN – AOPPR3859H) (AADHAR NO. 7948 1996 4292) son of Late Sunil Kumar Roy, residing at Village – Panapukur, P.O. – Bhangar, P.S. – Kashipur, Pin – 743502, District – South 24 Parganas, all by religion – Hindu, by Occupation – Business, hereinafter referred to as the "OWNERS" represented by

NAOOLIN REALCON PRIVATE LIMITED, as Constituted Attorney of the Owners, represented by its

Director <u>SRI DEBASHIS ROY</u> (PAN No. AOPPR3859H) (Aadhaar No. 794819964292), son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal by virtue of Development Agreement and Power of Attorney Being No. 7443 for the year 2020 dated 16th October, 2020, registered with the office of the ADSR, Rajarhat, and recorded in Book No. I, Volume No. 1523-2020, Page No. 301110 to 301170 (Which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representative and assigns) of the FIRST PART.

AND

NAOOLIN REALCON PVT. LTD. (PAN AAFCN0116N) a Company having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Director **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No. 794819964292), son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal, hereinafter called and referred to as the "PROMOTER/ATTORNEY" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Succesor-in-interest, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

						herein	after	
collectively	referred	to	as	the	"PURCHASER/ALLOTTEE"	(which	terms	or
expression	shall unle	ss e	xclu	ded b	y or repugnant to the context	be deeme	ed to me	ean

and include her respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS by Government of West Bengal Housing Department (N.T.P), Branch, Notification No. 580-H1/HG/NTP-2L-9/99 (Pt) dated Kolkata, 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act, 1972 (West Bengal Act XXXII of 1972), transferred a land measuring more or less 54.24 Acres in Mouza Mahishbathan, J.L. No. 18 and Thakdari J.L. No. 19, both under Police Station Rajarhat, District North 24 Parganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. a Government Company incorporated under the Companies Act, 1956. (hereinafter referred to as WBHIDCO) vide their Memo No. 18.05.2006 2176/HIDCO/Admn-608/2004 DATED AND 4602/HIDCO/Admn/608/2004 DATED 11.08.2006, measuring more or less 10.26 Acre land in the same area, totalling an area of 64.60 Acres of land at Action Area -1C, NOW CE-1, within CE Block at Rajarhat New Town, Kolkata AND THE Board is in the peaceful possession of the same.

AND WHEREAS the Board with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (hereinafter called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land – CE/1 of Eastern Green Project in New Town, Kolkata.

AND WHEREAS in pursuant to the application made by (1) Ms. Neera Garodia (2) Brijmohan Garodia for purchase a piece and parcel of land in the said project to erect a building thereon for residential purpose and agreeing to comply with the terms and conditions prescribed by the BOARD for the purchase of plots in the said project.

AND WHEREAS the said Board has accepted her aforesaid proposal and sold, conveyed and transferred a plot of land measuring about 4.49 Cottahs equivalent to

300.64 sq.mt. be the same a little more or less, at Eastern Green being Premises No. 14-04222, Plot No. CE/1/B/40, in Street No. 222, in Block No. CE, Land – CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas (Hereinafter, referred to as the "SAID LAND") in favour of (1) Ms. Neera Garodia (2) Brijmohan Garodia by virtue of One Deed of Conveyance duly registered before the Additional Registrar of Assurances – II, Kolkata execution dated 25TH July, 2008 and registered dated 25TH July, 2008 recorded in Book No. I, Volume No. 82, Pages from 5244 to 5253, Being No. 06839 for the year 2008 and subsequently the said Board also handed over the said properly in her favour by issuing one letter of Possession Being No- 2861/HB dated 25.07.2008, dated 17.07.2012.

AND WHEREAS the said (1) Ms. Neera Garodia (2) Brijmohan Garodia became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in free simple possession to the said piece and parcel of land measuring about 4.49 Cottahs equivalent to 300.64 sq.mt. be the same a little more or less, at Eastern Green being Premises No. 14-04222, Plot No. CE/1/B/40, in Street No. 222, Block No. CE, Land -CE/1, Action Area – 1C, situated in the New Town Police Station, in the District of North 24-Parganas and thereafter mutated their names in record of NKDA for the above mentioned land being certificate no. 1511/2012, under FORM-G, being Assessee no- 01-24-140000222-01-000000.

AND WHEREAS the said (1) Ms. Neera Garodia (2) Brijmohan Garodia applied for sanction of building plan before New Town Kolkata Development Authority, hereinafter referred to as NKDA, Kolkata and the said NKDA sanctioned a building plan of G+IV storied Residential Building being PIN. 0140022220181212, dated 28th January, 2019. The same was valid for a period of 5 years.

AND WHEREAS by an Indenture of Conveyance dated 6th February, 2020, made between 1) Smt. Neera Garodia, 2) Sri Brijmohan Garodia both jointly therein referred to as the Vendors, therein, sold, transferred and conveyed the entirety of the land unto and in favour of the "Owners" above named, vide Deed of Conveyance

Being No. 01436 for the year 2020, registered with the office of the ADSR, Rajarhat, North 24 Parganas and recorded in Book No. I, Volume No. 1523-2020, Page No. 71191 to 71229.

AND WHEREAS after the purchase of the said land, the Owners herein mutated their names in record of NKDA in respect of the above mentioned land and the Concerned Department issued a Certificate being certificate no. 0101522011000730 dated 23rd April, 2020, under FORM-G, being Assessee no-014-0222-e-00-00001-12. The Owners are also paying the Property Tax for the said Land from time to time.

AND WHEREAS subsequent to such purchase, the "Owners", herein with intent to develop the above mentioned land and for commercially exploiting the same, entered into a Development Agreement and Power of Attorney dated 16th October, 2020 registered with the office of ADSR Rajarhat, North 24 Parganas, and recorded in Book No. I, Volume No. 1523-2020, Page No. 301110 to 301170, Being No. 152307443 for the year 2020, and thereby appointed said NAOOLIN REALCON PVT. LTD., represented by its Director SRI DEBASHIS ROY, as the DEVELOPER/ATTORNEY, herein for ALL THAT piece and parcel of land measuring about 4.49 Cottahs equivalent to 300.64 sq.mt. be the same a little more or less, at Eastern Green, Premises No. 14-04222, Plot No. CE/1/B/40, in Street No. 222, Block No. CE being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas fully described in the Schedule thereunder as well as hereunder written.

AND WHEREAS with a view to develop the aforesaid property by raising construction of a multi-storied building, the Vendors herein applied for changing the name in place of (1) Ms. Neera Garodia (2) Brijmohan Garodia before the concerned Authority on the already Sanctioned Plan of G+IV storied Residential Building being PIN. 0140022220181212, dated 28th January, 2019, Kolkata, issued by NKDA, Kolkata and the change of name procedure on the Sanctioned Plan has been completed and the Concerned Authority issued a letter for Re sanction of

erection of building in favour of the Owners and a Re sanctioned Plan being PIN - R0140022220200909 dated 15/10/2020 was also issued by the Concerned Authority in favour of the Owners.

AND WHEREAS the Vendor must obtain completion or occupancy certificate from the New Town Kolkata Development Authority of the building made against the Sanctioned Plan being Pin R0140022220200909 dated 15/10/2020 and as and when the same is collected from the New Town Kolkata Development Authority then handed over a copy of the Occupancy Certificate to the Purchaser herein.

AND WHEREAS the sanctioned building plan comprised of self contained independent flat/commercial space/shops/garage/car parking spaces in the said building.

AND WHEREAS the Vendor decided to sell the said residential flat, shops/commercial space/garage/car parking spaces in the said G+IV storied building namely "**DEBAMITA"** in the said property to the intending Purchaser/Purchaser on ownership basis.

AND	WHEREAS	the	Owner/	Vendor	who	is	Promoter	:/Developer	herein	has	got
regis	tered the Pro	oject,	namely	"DEBAI	MITA'	' ι	ander the	provisions	of HIRA	Act,	vide
Regis	tration Num	ber _									

AND WHEREAS the Purchaser/Allottee has taken inspection of the abstracts of title as also the said sanctioned plan and specifications relating to the said property and the said building thereon and made themselves fully conversant with the contents hereof and has fully satisfied himself with the construction quality, the Title of the Vendor and the Vendor's right to receive the entire consideration money which has been paid by the Purchaser to the Vendor herein Together With proportionate undivided impartible and variable share interest and ownership in the land.

AND WHEREAS By an WBHIRA (West Bengal Housing Industry Regulation Act)								
Agreement for Sale datedwhereby the Vendor agreed to sell								
and the Purchasers/Allottees agreed to purchase of ALL THAT								
residential Flatmeasuring Carpet area of								
Sq.ft. more or less, Balcony area Sq.ft.								
(Chargeable areaSq.ft.) more or less, having super built up								
areaSq.ft. (built up areaSq.ft.) more								
or less, situated on the Floor, from his respective allocation,								
ALL THAT piece and parcel of land measuring about 4.49 Cottahs be the same a								
little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE,								
Land -CE/1, Action Area - 1C, situated in the New Town Police Station, in the								
district of North 24-Parganas. within the proportionate undivided interest or share								
on the land along with all proportionate rights on all common areas and facilities of								
the building, particularly mentioned in the Second Schedule hereinafter written at								
or for the total consideration of(Rupees								
)								
fully described in the Second Schedule hereunder written (hereinafter for the sake								
of brevity referred to as "the said flat") free from all encumbrances and liabilities.								
of brevity referred to as "the said flat") free from all encumbrances and liabilities.								
of brevity referred to as "the said flat") free from all encumbrances and liabilities.								
of brevity referred to as "the said flat") free from all encumbrances and liabilities. AND WHEREAS the Purchasers will acquire the said flat together with undivided								
AND WHEREAS the Purchasers will acquire the said flat together with undivided								
AND WHEREAS the Purchasers will acquire the said flat together with undivided and impartible proportionate share interest and ownership of the land in the said								
AND WHEREAS the Purchasers will acquire the said flat together with undivided and impartible proportionate share interest and ownership of the land in the said property on which the said flat is constructed and also of common areas and spaces								

AND WHEREAS the Purchasers/Allottees has made full payment of all moneys payable hereunder and upon such payment, the Purchasers had duly taken actual physical possession of the said flat and now called upon the Vendor to execute and register proper Deed of Conveyance in favour of the Purchasers in respect of the undivided and impartible proportionate share interest and ownership of the land in the said property and also all common areas and spaces therein all easement and

other rights in respect thereof as well as the said flat in the manner hereinafter

appearing	at	or	for	the	said	total	sum	of
						fr	ree from	all
encumbrance	es to whi	ch the	Vendor a	greed wh	ich is vivid	lly describ	oed in the M	emo
of Considerat	ion as a	part of	this Inde	nture.				
NOW THIS I	NDENTU	J RE W I	TNESSE	TH that i	in pursuar	nce of the	e said offer	and
					_		said sum	
					_of lawfu	l money	of Union	of
India well a	and trul	y paid	by the	Purchase	ers/Allottee	s to the	Vendor a	t or
before the	execution	n of t	hese pre	sents (tl	ne receipt	whereof t	the Vendor	doth
hereby admit	s and ac	knowle	dges and	of and fr	om the sa	me and e	very part the	ereof
and the Vend	dor doth	hereby	acquit r	elease an	d for ever	discharge	the Purcha	ısers
and the undi	vided an	d impar	tible prop	oortionate	share inte	rest and	ownership in	ı the
land in the sa	aid prope	erty on v	which the	e said bui	lding is ere	ected and	constructed	and
also of all co	mmon a	reas and	d spaces	and all e	asement a	nd other	rights in res	pect
thereof as we	ell as the	said fla	t hereby	y granted	conveyed a	and sold)	the Vendor	doth
hereby absolu	utely and	l indefea	asibly gra	ant convey	y sell trans	fer assign	and assure	and
ALL That O	ne self o	containe	ed One s	elf contai	ned Resid	ential 1	BHK Flat b	eing
No			n	neasuring	; a	carpet	area	of
	:	more	or les	ss, with	n balcon	y area	admeasu	ıring
		(Cl	nargeable	e area _			Sq.Ft. mor	e or
less) being b	uilt up	area ad	lmeasuri	ng			(super buil	t up
area		mc	ore or less	s) on			Floor of the	said
building nam	nely " DE	BAMITA	A" sitt	uate lying	g at being	Plot No.	CE/1/B/40	, in
Block No. Cl	E, Land	-CE/1,	Action A	Area – 10	C, situated	in the N	lew Town P	olice
Station, in th	ne distric	et of No	rth 24-Pa	arganas.,	within the	jurisdicti	on of New T	`own
Kolkata Deve	elopment	Author	ity fully	described	l in the Se	cond Sch	edule hereu	nder
written TOGE	ETHER W	ITH the	undivid	ed and im	ıpartible pr	oportiona	te share inte	erest
and ownersh	nip in tl	ne land	in the	said pro	perty and	also the	undivided	and
impartible pr	oportion	ate sha	re and in	iterest of	and in the	common	areas and	open
spaces there	in and a	lso all	easemen ⁻	t and oth	ner rights i	n respect	thereof and	d all

common amenities and facilities as attached with Building (all the above, hereinafter collectively referred to as 'the said flat') TOGETHER WITH the rights to have the said flat completely built and constructed by the Vendor at the costs of the Purchasers AND TOGETHER WITH all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the said flat or any part or parts thereof belonging or in anywise appertaining or which with the same or any part or parts thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said flat or any part or parts thereof TOGETHER WITH true and correct copies of all deeds pottahs muniments writings and evidences of title relating to the said flat or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Vendor or which the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said flat AND ALL AND SINGULAR other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights members and appurtenances unto and to the use of the Purchasers absolutely and for ever and free from all encumbrances.

AND the Vendor doth hereby covenant with the Purchasers/Allottees (1) THAT notwithstanding any act deed matter or thing by the Vendor done or executed or suffered to the contrary, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said flat and every part thereof AND (2) THAT notwithstanding as aforesaid the Vendor now hath in himself good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL AND SINGULAR the said flat hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid according to the true intent and meaning of these premises

AND (3) THAT the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said flat hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Vendor and all person claiming from under or in trust for the Vendor AND (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other mortgages claims demands liens lispendens attachments encumbrances whatsoever created by the Vendor AND (5) THAT the Vendor and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity in to upon the said flat hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling transferring or assuring the said flat and every part or parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

A N D the parties hereto agree and declare as follows:-

- 1) With effect from the date of these presents the Purchasers/Allottees shall pay proportionate share of all NKDA rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the said flat in the said building in the said property as and when due and payable.
- 2) The Purchasers/Allottees shall be entitled to effect mutation of their name as the Owner of the said flat in the records of the New Town Kolkata Development Authority and other authorities at their own costs and the Vendor agrees to give their unqualified consent for the same.

- 3) Save and except the said flat and the rights of the Purchasers hereby conferred, the Purchasers/Allottees shall have no claim or right of any kind or nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property other than the rights hereby conferred and the said other flats and portions of the said building shall always remain the property of the Vendor as hereinafter mentioned and subject to the rights of the Vendor.
- 4) After the possession of the said flat has been delivered to and taken by the Purchasers/Allottees from the Vendor in terms of the said Agreement the Purchasers shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendor in respect on any ground whatsoever.
- 5) The Purchasers jointly with the Owners of other flat having formed an Association and the responsibility of the Vendor for upkeep and maintenance of the said building the flat therein and for payment of outgoings and expenses in connection therewith in terms of the Agreement between the Vendor and the Purchasers shall stand terminated and the Purchasers through the said Association shall carry on the works of upkeep and maintenance and other works of and in the said building upon payment of the costs and charges to the said Association.
- 6) In the event of water pump, tube-well and other installations being required to be replaced, the Purchasers will pay their proportionate share towards costs of such replacements and installations charges as and when demanded by the said Association according to the necessity from time to time.
- 7) In the event of any amount becoming payable in respect of the said property and/or the said building constructed therein by way of premium taxes levies or on any account whatsoever to the Central or State Government or New Town Kolkata Development Authority or any Competent Authority or for any betterment fees,

charges, development taxes and any other taxes or payments of similar nature, the Purchasers shall pay their proportionate share towards the same to the said Association as and when demanded.

- 8) The Purchasers/Allottees shall keep and maintain at their own costs the inside of the said flat and every part thereof hereby purchased by their in good condition state and order and shall abide by all rules, laws and regulations of the Central or State Government, New Town Kolkata Development Authority and all other appropriate authorities and local bodies and shall attend to, answer and be responsible for all deviations and violations of regulations in respect thereof.
- 9) The Purchasers/Allottees shall not do make or execute or permit to be done made or executed any act deed matter or thing which may render void or voidable any insurance of any flat or any part of the said building or which may cause payment of premium at an increased rate in respect of any insurance of any flat and/or the said building.
- 10) The Purchasers/Allottees shall at their costs keep the said flat together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building. The Purchasers shall be permitted to make any internal addition or alteration and renovation work be it minor or major in the said flat at their own cost from the date of delivery of possession.
- 11) The Purchasers shall not at any time demolish or cause to be demolished or damaged the said flat or any part thereof nor will make or cause to be made any additions or alterations of whatsoever nature to and in the said flat or any part thereof which may cause any damage or injury or is likely to affect the security, beautification, elevation, support, stability and protection of the said building including the said flat. For the purpose of security beautification elevation support, stability and protection of the said building, the said Association shall be entitled to

carry out necessary additions and alterations and the Purchasers hereby gives their unqualified consent for the same.

- 12) After the possession of the said flat is delivered to the Purchasers/Allottees if any additions or alterations or deviations in or about or relating to the said building including the said flat is required to be carried out at the instance of the Central or State Government, New Town Kolkata Development Authority or any other statutory authority or body, all such additions alterations or deviations shall on notice to the said Association be carried out by the Purchasers subject to the terms and conditions herein contained and in co-operation with the Purchasers of other flats or portions in the said building and Vendor shall not be in any manner liable or responsible for the same. The Vendor has on this day of execution of this instant agreement and subsequent handing over possession of the said flat represents to have constructed the said flat in accordance with the building sanction plan.
- 13) So long the flat in the said premises are not separately assessed by the NKDA Authority the Purchasers shall pay their proportionate share of such rates (Both Owners and Occupiers) and also other taxes and impositions on the said premises in such proportion as shall be proportionate to the area of the property agreed to be sold from the date of execution of this instant conveyance. However the Purchasers shall be duty bound to pay the service tax and deduct Income tax as the same may be levied by and/or applicable by any Concerned Competent Authority on or before the delivery of possession of the said flat and further pay the above proportion of tax till their flat is separately assessed.
- 14) That the Purchasers/Allottee herein state, declare, assure and also asserts the Vendors herein that the Purchasers has not made over the Service Tax, GST (if applicable) and/or any other Tax charges to the Vendor herein and the Purchasers shall remain duty bound to pay the Service Tax, GST (if applicable), and/or any other Tax charges subject to the liability imposed upon the Purchasers by the concerned State or Central Government authority.

- 15) The Purchasers shall not decorate or change the exterior of the said flat otherwise than in the manner as may be agreed.
- 16) The Purchasers shall not throw or accumulate dirt rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or in the common portions of the said building.
- 17) The Purchasers shall at their own costs maintain and repair the inside of the said flat and shall keep in all respects the said flat in proper order and condition and shall not do or cause to be done anything in the said flat which may or are likely to damage injure or substantially affect the said building and the stability, protection, security and preservation thereof.
- 18) In addition to the rights and privileges to which the Purchasers are and shall be entitled according to the law for the time being in force in respect of the said land and the said flat in the said property the Purchasers shall be entitled to, inter alia, the common areas and facilities and common use of the roof set out in the Third Schedule hereunder written and Common Expenses set out in the Fourth Schedule hereunder written subject to the conditions therein stated.
- 19) The Vendor shall be entitled to all vertical and horizontal exploitation of the land in the said property, the roof and other portions including open space whether by way of additional constructions in the said building or otherwise in such manner as the Vendor shall think fit and proper and the Purchasers agrees not to cause any interference or obstructions or hindrance in future for and in respect of such additional constructions. In that case the upper portion or top portion shall be granted common user of roof.
- 20) The Purchasers/Allottees shall have the right of common user of the roof with other owners or Purchasers of flat in the said building in the said property without any right of making further or additional construction, temporary or permanent, on the roof and shall keep and maintain at their own costs the roof in proper order and condition.

- 21) The Purchasers shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat in the said building together with undivided and impartible proportionate share interest and ownership of the land in the said property, subject to the terms and conditions herein contained.
- Any notice required to be given by the Vendor shall without prejudice to any other mode of service available, be deemed to have been served on the Purchasers if delivered by hand or sent by prepaid registered post to the Purchasers and shall likewise be deemed to have been served on the Vendor by the Purchasers if delivered by hand or sent by prepaid registered post to the Vendor.

-THE FIRST SCHEDULE ABOVE REFERRED TO -SAID PROPERTY

ALL THAT piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, Together With G + IV storied Building standing thereon namely **DEBAMITA** at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land – CE/1, Action Area – 1C, situated in the New Town Police Station, in the district of North 24-Parganas butted and bounded as follows:

ON THE NORTH: Plot No. CE/1/B/39

ON THE SOUTH : CE/1/B/41

ON THE WEST : Plot No. CE/1/B/35 ON THE EAST : 12 Meter Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO: SAID FLAT

ALL	That	One	self	contained	One	self	contair	ied	Resident	ial		BHK Flat	being
No_					_	me	easuring	g	a	car	pet	area	of
				more	or	less	. wit	h	balconv	. ;	area	admeas	suring

(Chargeable area Sq.Ft. more or
less) being built up area admeasuring(super built up area
more or less) on the Floor of the said
building namely "DEBAMITA" situate lying at being Plot No. CE/1/B/40, in
Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police
Station, in the district of North 24-Parganas., within the jurisdiction of New Town
Kolkata Development Authority fully described in the Second Schedule hereunder
written TOGETHER WITH the undivided and impartible proportionate share interest
and ownership in the land in the said property and also the undivided and
impartible proportionate share and interest of and in the common areas and open
spaces therein and also all easement and other rights in respect thereof and all
common amenities and facilities as attached with Building namely "DEBAMITA"
and the said flat is delineated in the map or plan annexed hereto and thereon
bordered RED.

$\frac{\textbf{THE THIRD SCHEDULE } \quad \textbf{ABOVE REFERRED TO}}{(\textbf{COMMON AREAS AND FACILITIES})}:$

- 1. Staircases and landings on all the floors.
- 2. Roof.
- 3. Common passage on the ground floor.
- 4. Water pump, water tanks, the water pipes and other common passage, plumbing installations.
- 5. Electric wiring and meter.
- 6. Drainage and swears.
- 7. Boundary walls and main gates.

- 8. Such other common parts, equipments, installations, fixtures and fittings.
- 9. Lift and its accessories.

THE FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- 1. All costs of maintenance, operating, replacing, washing, painting, re-building, reconstruction, decoration, re-decorating and lighting the common parts and the walls on the building.
- 2. The salaries of the entire person employed for the said purpose.
- 3. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commotion, damage etc.
- 4. NKDA taxes, G+IV storied building tax and other outgoings save those separately assessed on the respective flats/units.
- 5. All charges and deposits for suppliers of common facilities and utilities.
- 6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
- 7. All litigation expenses for protecting the title of the land with building.
- 8. The office expenses incurred for maintaining the office for common expenses.

 $\underline{\text{\bf IN WITNESS WHEREOF}}$ the parties above named have put their respective hands the day

month and year first above written.	
SIGNED AND DELIVERED	
by the PARTIES at Kolkata	
in the presence of:	
1.	
	SIGNATURE OF THE VENDORS
(Re	presented by their Constituted Attorney
	Naoolin Realcon Pvt. Ltd.)
2.	
	SIGNATURE OF THE PROMOTER
<u>Draft Prepared by me</u> : -	SIGNATURE OF THE PURCHASER

Advocate

$\underline{\textbf{RECEIVED}}$ of and	from within named I	Purchasers the within	n mentioned sum of
	in full pa	yment of the conside	eration money as per
memo below:			
	MEMO OF CO	<u>NSIDERATION</u>	
Cheque No.	Date	Bank Name	Amount
(Rupees	Only	1	
(Kupees	Omy	,	
WITNESSES:			
1.			
_	SIGNAT	URE OF THE VENDO	OR/PROMOTER
2			