

## DEED OF CONVEYAMCE

**Date :**

**Place**

**Parties**

1)**SRI SHIBA PRASAD SAMADDAR**, son of Late Indu Bhusan Samaddar, residing at 48, Kalibari Road, P.O.&P.S – New Barrackpore, Kolkata – 700131, District – North 24 Parganas having **PAN AOXPS8940L**; 2)**SRI UTPAL GANGULY**, son of Late Tarapada Ganguly, residing at Mukherjee Para Road, P.O. & P.S. - Barasat, Kolkata - 700124, District - North 24 Parganas having **PAN ADTPG7082Q**;3)**SRI MANAS BASU**, son of Late D.N. Basu, resident of 51/2, Kalibari Road, P.O.&P.S – New Barrackpore, Kolkata – 700131, District – North 24 Parganas having PAN AEAPB7037A; 4)**SRI RATHIN KUMAR GHOSH**, son of Late Ranjit Kumar Ghosh, residing at Mitra Para Road, P.O. & P.S. Barasat, Kolkata - 700124, District - North 24 Parganas having **PAN ACWPG0728K**;

Parties No. 1,2,3 AND 4 are hereinafter jointly referred to as the VENDORS (includes their legal heirs and permitted assignees) through their constituted attorney, M/s CITADEL CONSTRUCTION of the FIRST PART;

AND

**CITADEL CONSTRUCTION**, a partnership firm under the Partnership Act, 1932 having its principal place of business at 'Spandan Apartment, 380/1 Jessore Road {South}, Madhyamgram, Kolkata-700129 and having **PAN AACFC1663R**, through its authorized signatory and Partner, SRI UTPAL GANGULY.hereinafter referred to as the DEVELOPER (includes all successors-in-interest and permitted assigns) of the SECOND PART;

AND

MR..... (PAN- ) , son of.....

and MRS.....(PAN- ) , wife / daughter of Sri

, both residing at .....

hereinafter referred to as the INTENDED PURCHASER/S (includes all legal heirs and permitted assignees) of the OTHER PART.

Vendors, Developer and Intended Purchaser/s are hereinafter individually referred to as such or as Party and collectively as Parties

**Title to Owners:**

**WHEREAS** One Sri Salil Kumar Mitra purchased a land measuring an area of 59 Decimals comprised in Dag No. 580, under Khatian No. 506 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Sadhan Chandra Ghosh by way of a Deed of sale vide Deed No 2800 dated 23.02.1966, registered at Sub Registrar, Barasat and recorded in Book No.1, Vol No. 51, pages from 30 to 34 and took over the peaceful possession thereat.

**AND WHEREAS** Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 35 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Karim Box Mondal by way of a Deed of sale vide Deed No 12758 dated 16.08.1966, registered at Sub Registrar, Barasat and recorded in Book No. 1 Vol No. 150, pages from 69 to 75 and took over the peaceful possession thereat.

**AND WHEREAS** Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 3 Decimals comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road and also a land measuring an area of 23 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old) P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 26 Decimals from one Ahad Box Mondal by way of a Deed of sale vide Deed No 907 dated 30.01.1970, registered at Sub Registrar, Barasat and recorded in Book No.1, Vol No. 26, pages from 50 to 55 and took over the peaceful possession thereat.

**AND WHEREAS** Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 24 Decimals comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road and also a land measuring an area of 7 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 31 Decimals from one Soumendra Krishna Basu by way of a Deed of sale vide Deed No 8880 dated 20.12.1972,

registered at Sub Registrar, Barasat and recorded in Book No.1 Vol No. 108, pages from 24 to 27 and took over the peaceful possession thereat.

**AND WHEREAS** Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 2 cottahs comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram(New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No. 7, Mujibar Rahaman Road and also a land measuring an area of 1 Bigha 8 Cottahs 1 Chittak 20 Sq.ft comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 1 Bigha 10 Cottahs 1 Chittak 20 Sq.ft from one Ahad Box Mondal by way of a Deed of sale vide Deed No 2532 dated 22.03.1974, registered at Sub Registrar, Barasat and recorded in Book No. 1 Vol No. 36, pages from 239 to 245 and took over the peaceful possession thereat.

**AND WHEREAS** Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 35 Decimals comprised in Dag no 1344, under Khatian No. 98 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Soumendra Krishna Basu by way of a Deed of sale vide Deed No 2402 dated 10.03.1975, registered at Sub Registrar, Barasat and recorded in Book No.1 Vol No. 44, pages from 15 to 19 and took over the peaceful possession thereat.

**AND WHEREAS** Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 4 Bigha 18 Cottahs 2 Chittacks, comprised in R.S. Dag No. 1344 under R.S. Khatian No. 98 lying and situated at MOUZA - DOHARIA. J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 213, Pages from 15 to 20, being No. 6143 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

**AND WHEREAS** Subsequently Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 15 Cottahs, comprised in R.S. Dag No. 1343 under R.S. Khatian No. 456 lying and situated at MOUZA - DOHARIA J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas

Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 204, Pages from 14 to 18, being No. 6144 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

**AND WHEREAS** Subsequently Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 1 Bigha 15 Cottahs 11 Chittacks, comprised in R.S. Dag No. 580 under R.S. Khatian No. 506 lying and situated at MOUZA - DOHARIA. J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 253, Pages from 5 to 8, being No. 6145 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

**AND WHEREAS** Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Rina Das all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 28.10.2009 before the to District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 7, pages from 2181 to 2194, being no. 06229 for the year 2009

**AND WHEREAS** subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Karuna Das, Sri Sanjib Das and Smt. Mithu Nath all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 28.10.2009 before the District Sub

Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No 7, pages from 2273 to 2287, being no. 06236 for the year 2009

**AND WHEREAS** subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Netai Chandra Das all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 29.10.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 7, pages from 2804 to 2817, being no. 06277 for the year 2009

**AND WHEREAS** subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Sova Rani Das, all that piece and parcel of land measuring an area of 19 cottahs, 14 chittacks, 20 sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 29.10.2009 before the District Sub Registrar Office-II, Barasat and entered into Book No 1, CD Volume No 7, pages from 2818 to 2831, being no. 06278 for the year 2009

**AND WHEREAS** subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Netai Chandra Das all that piece and parcel of land measuring an area of 29 Cottahs 13 Chittacks, 25 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 13.11.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 8, pages from 3980 to 3993, being no. 06671 for the year 2009.

**AND WHEREAS** subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Gour Chandra Das all that piece and parcel of land measuring an area of 29 Cottahs 13 Chittacks, 30 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram

Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 13.11.2009 before the to District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 8, pages from 4021 to 4034, being no. 06674 for the year 2009.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS :

1. Subject Matter of Conveyance

1.1 Said Apartment : Residential Apartment No..... on ..... floor , in Block .....( Said Block ) , having carpet area ..... Square feet and corresponding to super built up area .....Square feet as agreed , delineated on Plan annexed hereto and more fully described in Part I of the 2<sup>nd</sup> Schedule below ( Said Apartment ) , comprised in the Complex named “ Silver Space” ( Said Complex ) , the said Complex consisting of 3 Blocks , i.e Block I,II & III ( Collectively Blocks ) , constructed on a Municipal premises no 7 Mujibar rahaman Road, Doharia, P.S & P.O Madhyamgram , Ward no – 9 under Madhyamgram Municipality, Kolkata- 700132 , delineated on Plan annexed hereto and more fully described in 1<sup>st</sup> schedule below ( Said premises).

1.2 Land Share : Undivided , Impartible, indivisible , variable and proportionate share ( ( derived by taking into consideration the proportion which the super built up area of the said Apartment bears to the total super built up area of the said complex) in the land contained in the Said premises , as is attributable to the said Apartment ( Land Share).

1.3 Parking Space : Right to park 1 (one) no of medium size car in the Basement/ ground/ open areas of the said Complex being no ..... , delineated on Plan annexed hereto and described in Part II of the 2<sup>nd</sup> Schedule below ( Parking Space).

1.4 Share in common portion: Undivided , impartible , indivisible, proportionate and variable share and /or interest in the common areas ,amenities , and facilities of the said Block..... and said Complex as is attributable to the said Apartment ( Share in Common Portions) , the said common areas, amenities and facilities being described in the 3<sup>rd</sup> schedule below ( Collectively Common Portions) . The share in Common Portions is / shall be derived by taking into consideration the proportion which the super built up area of the Said Apartment bears to the total super built up area of the Said Complex .

1.5 Said Apartment and Appurtenances : The subject matter of this conveyance are the said Apartment , the Land share , the parking space and share in common Portions, which are collectively described in Part III Of the 2<sup>nd</sup> Schedule below ( collectively Said Apartment and Appurtenances ) .

2. Background :

2.1 Decision to Develop : The Vendors decided to develop and construction of Multi Storied buildings thereon, through a developer

2.2 Development Agreement : With the intension of developing and commercially exploiting the said premises by constructing in the said building thereon and selling the apartments and Car

Parking spaces therein ( collectively Apartments and Car Parking Spaces ) , the Vendors entered into agreements with Developer on 07/12/2013 ( collectively for the sake of convenience hereinafter referred to as Development Agreement ) and a Power of Attorney was executed in favour of Developer on 07/12/2013 . Under the Development agreement and the Power of attorney , it was *inter alia* agreed that the Developer would become the absolute owner of the said premises and Developer will receive entire sale proceed and developer will transfer Apartment/ Car Parking space to all purchasers on behalf of Vendors.

2.3 Sanction of Plans : With the intension of developing and commercially exploiting the said premises by constructing the said Building thereon and selling the Apartments and car Parking Spaces , a building plan sanctioned by Madhyamgram Municipality being P/A No 990/MM/2012-2013 on 17/10/2012 and revalidated on 16.10.2015 and an additional and alteration plan sanctioned by Madhyamgram Municipality being P/A No. COM-37/MM/2018-19 on 12/07/2018.( Collectively Plans, which includes all sanctioned / permissible additional & alteration made thereto , if any , from time to time).

2.4 Scheme : The Developer / Vendors formulated a scheme for sale of the Apartments to prospective purchaser/s ( intending Purchaser/s ).

2.5 Approach by Purchaser/s : The Purchaser/s approached the Developer/Vendors for purchase of the Said Apartment and Appurtenances described in Part III of the 2<sup>nd</sup> schedule below.

2.6 Sale Agreement : By an agreement ( Sale agreement), the Developer/ Vendors has agreed.

2.7 Land Share : to nominate the Purchaser/s to purchase the Land share relating to the said apartment and the share in common portions from the Vendors and Vendors , accepting such nomination , have agreed to convey and transfer the same.

2.8 Said Apartment etc: to sell and convey to the purchaser/s the said apartment , the Parking Space and the share in common portions , the above collectively being the said Apartment and appurtenances described in Part III of 2<sup>nd</sup> schedule below , for a consolidated consideration of Rs.....( Rupees .....only) .

2.9 Construction of the said complex : The Developer / Vendors have completed construction of the said complex and the purchaser/s has/ have paid to the Developer the entire consideration .

2.10 Conveyance to Purchaser/s : In pursuance of the Sale agreement , the Vendors and the Developer are completing the sale of the said Apartment and appurtenances and Car parking space in favour of the Purchaser/s , by these presents.

3. Transfer :

3.1 Hereby made : The Vendors and the Developer hereby sell , convey and transfer to and Unto the purchaser/s , absolutely and forever , free from all encumbrances of any and every nature whatsoever , the Said Apartment and appurtenances described in Part III of the 2<sup>nd</sup> schedule , in the manner below .

3.2 By Vendors : The Vendors through their Constituted Attorney Citadel Construction ( Developer) , is hereby selling , conveying and transferring to the purchaser/s the land share , i.e undivided , impartible , indivisible , variable and proportionate share in the land contained in the Said Premises , described in the 1<sup>st</sup> schedule below , as is attributable to the said Apartment and Car Parking Space.

3.3 By Developer : The Developer is hereby selling , conveying and transferring to the purchaser/s.

3.4 Said Apartment : the said Apartment , described in Part I of the 2<sup>nd</sup> schedule below

3.5 Parking Space : the parking space , described in Part II of 2<sup>nd</sup> .Schedule below.

3.6 Share in Common portions: the share in common portions , i.e undivided , impartible, indivisible , variable and proportionate in the common portions, described in the 3<sup>rd</sup> schedule below, as is attributable to the said apartment.

4. Consideration:

4.1 Total Consideration : The aforesaid transfer of the said Apartment and Appurtenances is being made in consideration of a sum of Rs.....( Rupees .....only)

( Total Consideration) which has been received by the Developer in accordance with the Development Agreement and Power of Attorney executed by Vendors in favour of Developer and the Developer hereby and by the receipt below , admit and acknowledge the same.

5. Terms of Transfer :

5.1 Title , Plan and Construction : The Purchaser/s has/ have examined or caused to be examined the following and the Purchaser/s is/are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition , query, clarification or objection regarding the same and also further waive the right , if any , to do so:

5.2 The right , title and interest of the Vendors/ or the Developer in respect of the said premises , the said Complex, the said Block and said Apartment and Appurtenances ,

5.3 The Plans Sanctioned by Madhyamgram Municipality.

5.4 The construction and completion of the said Complex, the said Block, the Common Portions and the said Apartment and Appurtenances , including the specifications as mentioned in the Sale agreement , workmanship and structural stability certification of the Structural Engineer ; and

5.5 The location of the installations and equipment.

5.6 Measurement : The Purchaser/s has / have measured the area of the said Apartment and is/are fully satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

5.7 Salient Terms: The transfer of the said apartment /Car parking space and Appurtenances being effected by this Conveyances is:



- 5.8 Sale: a sale within the meaning of Transfer of Property Act ,1882
- 5.9 Absolute: absolute , irreversible and forever.
- 5.10 Free from Encumbrances : free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens* , attachments , liens, charges, mortgages , trusts , *debutters*, reversionary rights , residuary rights, claims and statutory prohibitions.
- 5.11 Benefit of Common portion: together with proportionate ownership , benefit of user and enjoyment of the common portions described in the 3<sup>rd</sup> schedule below, in common with the other intending Purchasers , the Developer and the Vendors.
- 5.12 Other rights : together with all other rights appurtenant to the Said Apartment/Car Parking Space and Appurtenances.
- 5.13 Subject to: The transfer of the said Apartment / Car Parking Space and appurtenances.
- 5.14 Payment of Common expenses / Maintenance charges : the purchaser/s , at all times from the Possession Date , regularly and punctually making payment of all expenses for maintenance and upkeep of the Common portions ( collectively Common expenses / Maintenance Charges ). More fully described in the 4<sup>th</sup> schedule below.
- 5.15 Easement and Quasi-easements: observance , performance and acceptance of the easements, quasi- easements and other stipulations ( collectively Covenants ) , more fully described in the 5<sup>th</sup> schedule below.
- 5.16 Observance of Covenants : the Purchasers observing , performing and accepting the stipulations, regulations and covenants ( Collectively Covenants ) , more fully described in the 6<sup>th</sup> schedule.
- 5.17 Indemnification by Vendors: Indemnification by the vendors about the correctness of its title to the said Premises. The Vendors agree to keep indemnified the Purchaser/s and/ or the Purchaser/s' successors-in-interest , of from and against any losses, damages, costs, charges and expenses which may be suffered by the Purchaser/s and or the purchaser/s' successors-in-interest by reason of any defect in the Vendors' title to the said premises , The Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendors.
- 5.18 Indemnification by Purchaser/s : indemnification by the Purchaser/s about the purchaser/s faithfully and punctually observing and performing all covenants, stipulations, and obligations required to be performed by the Purchaser/s hereunder. The Purchaser/s agree to keep indemnified the vendors ( in respect of mutation and Madhyamgram Municipality tax payment) , the Vendors/ Developer ( in respect of Common expenses / Maintenance Charges payment, till taken over by the body of owners of the said Building named " Silver Space Owners' Association " and Maintenance Company and /or their successors-in-interest , of from and against any losses damages, costs , charges and expenses which may be suffered by the Vendors , the Developers and the maintenance Company and / or their successors-in-interest by reason of any default of the Purchaser/s.

6. Possession :

6.1 Delivery of possession : Khas, Vacant, peaceful, satisfactory and acceptable possession of the Said Apartment , Car Parking Space and Appurtenances have been handed over by the Developer and Vendors to the Purchaser/s , which the Purchaser/s hereby admit, acknowledge and accept.

7. Outgoings

7.1 Developer and Purchaser/s to bear: All municipal/BLLRO taxes , penalties , surcharge, outgoings and levies of or on the Said Apartment , Car Parking space and Appurtenances , relating to the period till the date of expiry of the notice of possession of the said Apartment, Car Parking Space and appurtenances to the Purchaser/s ( Possession Date) , whether as yet demanded or not , shall be borne, paid and discharged by the Developer and all municipal/BLLRO taxes , penalties, surcharge, outgoings and levies of or on the said Apartment, Car Parking Space and appurtenances , from the possession Date, whether as yet demanded or not, shall be borne, paid and discharged by the purchaser/s

8. Holding Possession

8.1 Purchaser/s Entitled : The Developer and the Vendors hereby covenant that the Purchaser/s shall and may , from time to time and all times hereafter , peacefully and quietly enter into , hold , possess, use and enjoy the said Apartment, Car Parking Space and appurtenances and every part thereof and receive rents, issues and profit thereof and all other benefits , rights and properties hereby granted , sold , conveyed , transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser/s , without any lawful eviction , hindrances , interruption , disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors or the Developer .

9. Further Acts :

9.1 Developer to do: The Developer hereby covenants that the Developer or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser/s and/ or successors-in-interest of the Purchaser/s , do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser/s to the said Apartment, Car Parking Space and appurtenances .

10. General :

10.1 Conclusion of Contract : The Parties have concluded the contract of sale in respect of the said Apartment, Car Parking Space and appurtenances by this conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties ,and obligations , statutory as well as contractual . Hence , any claim , under law or equity , shall be barred and shall not be maintainable by the Parties against each other in future.

11. Interpretation :

11.1 Headings : The headings in this conveyance are inserted for convenience only and shall be ignored in construing the provision of this Conveyance.

11.2 Definitions : Words and phrases have been defined in this conveyance by hold print and by putting them within brackets , where a word or phrase is defined , other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning .

**1<sup>st</sup> Schedule**

**(Said Premises)**

Land measuring a total area of 139 Cottah 5 Chhattak contained in portion of Municipal Holding No. 7, Mujibar Rahaman Road, Madhyamgram – 700 132, West Bengal, within Ward No. 9 ( At present) , lying and situated at Mouza – Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, R.S. & L.R. Dag Nos.580,1343 &1344 , R.S. Khatian Nos. 98,456 &506 , L.R. Khatian Nos. 3277,3278,3279 & 3280 , P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality,District - North 24 Parganas.

On the North: Dag no 583,582 & 581

On the East : Dag no part 1345, 1347 & 611

On the South: Municipal road

On the West: Dag no 577, 579, 578 & 1343(part)

**2<sup>nd</sup> Schedule**

**Part I**

**( Said Apartment )**

Residential Apartment No ..... On the .....floor , in Block No..... ( Said Block), having Carpet area of approximately .....square feet corresponding to built up area of .....square feet and super built up area .....square feet, as agreed , delineated on Plan annexed hereto , comprised in said complex named “ Silver Space “ described in the 1<sup>st</sup> Schedule above , being a divided and demarcated portion of Municipal Premises No7 Mujibar Rahaman Road , Diharia, Madhyamgram, Kolkata-700132

**Part- II**

**( Parking Space )**

Right to park 1(one) no medium sized Car in Ground/Basement/open of the said complex being No..... , delineated on Plan.....annexed hereto .

**Part III**

**( Said Apartment And Appurtenances )**

**[ Subject Matter of Conveyance ]**

The Said Apartment described in Part I of the 2<sup>nd</sup> Schedule above, being Residential Apartment No ..... On the .....floor , in Block No..... ( Said Block), having Carpet area of approximately .....square feet corresponding to built up area of .....square feet and super built up area .....square feet, as agreed , delineated on Plan annexed hereto , comprised in said complex named “ Silver Space” described in the 1<sup>st</sup> Schedule above , being a divided and demarcated portion of Municipal Premises No.7 Mujibar Rahaman Road , Diharia, Madhyamgram, Kolkata-700132. Together with the land share , being undivided, impartible , variable and proportionate share in the land contained in the said premises, described in the 1<sup>st</sup> schedule above, as it attributable to the Said Apartment .

And Together with the Parking Space described in Part-II of the 2<sup>nd</sup> schedule above, being right to park 1 (one) medium sized car in the ground/basement/open areas of the Said Complex being no....., delineated on Plan annexed hereto .

And Together With the share in common portions, being undivided , impartible, indivisible , variable and proportionate share and/ or interest in the common portions of the said Block and the Said complex , described in the 3<sup>rd</sup> Schedule below, as is attributable to the said apartment.

**3<sup>rd</sup> Schedule**

**( Common Portion)**

1. Lobbies , Staircases and Landings on all floors of the said block
2. Stair head room and electric meter space of the said block
3. Lift, Lift machine room, Chute, Lift Machineries and lift well of the said block
4. Common installations on the roof above the top floor of the said block
5. Common staff toilet in the ground floor of the said block
6. Overhead water tank and water pipes of the Said Complex and the said block (save those inside any Apartment or attributable thereto)
7. Drains, main sewer , sewerage pits and evacuation pipes within the said Complex (save those inside any Apartment or attributable thereto)

8. Electrical Installations including wiring and accessories (save those inside any Apartment or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Apartments in the said Complex and Common portions
9. Generator and accessories for providing standby power to all the Apartments ( not more than .... watts for 2 BHK Apartment , not more than .....watts for 3BHK apartment and not more than .....watts for Duplex Apartment ) and Common portions
10. Fire fighting equipment and accessories in the said Complex as directed by the Director of West Bengal Fire Services
11. Open and /or covered paths and passages inside the said Premises
12. Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises
13. Space for Community Hall
14. Indoor Gymnasium
15. Landscaped Garden
16. Indoor Games Room
17. Library
18. Centralized water supply system for supply of water to the Said Complex
19. Pumps and motors for water supply system for the said Complex and Common Portions
20. Wiring and accessories for lighting of common portions of the said Complex
21. Lighting arrangement at the entrance gate and passage within the said Complex
22. Installation relating to Transformers for the Said Complex
23. Intercom facilities in each Apartment connected to the main gate
24. CCTV on ground floor of the said Block/ other areas of the said Complex
25. Other areas and. or installations and /or equipment as are provided in the Said Complex for common use and enjoyment

#### **4<sup>th</sup> Schedule**

##### **( Common Expenses/ Maintenance Charges)**

1. Maintenance : All costs of maintaining , operating, replacing , repairing , white washing, painting, decorating, redecorating, re- building, re- constructing, lighting and renovating the common portions, including the exterior or interior ( but not inside any Apartment) walls of the said Complex.
2. Operational : All exepnses for running and operating all machineries , equipment, and installations comprised in the Common portions, including lifts, generators, fire fighting equipment, pumps, motors, and other common installations , including their license fees, taxes and levies and the lights of the Common Portions.

3. Staff: The salaries of and all other expenses of the staff to be employed for the the common purposes, including durwans, sweepers, plumbers, electricians, etc. and their perquisites,, bonus and other emoluments and benefits.
4. Maintenance Company: Establishment and all other expenses of the Maintenance Company including its office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Maintenance Company .
5. Insurance: Insurance premium and other expenses for insuring the said complex and/or the Common portions , *inter alia* , against earth quake , fire, mob violence, damages, civil commotion , lighting etc.
6. Fire Fighting : Cost of operating and replacing the fire fighting equipment.
7. Common Utilities: All charges and deposits for supplies of common utilities, in common.
8. Electricity: Electricity charges for electrical energy consumed for the Common portions.
9. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
10. Rates and Taxes : Municipal Taxes ,water tax, Garbage Tax of Municipality and government rent ( Khazna) of BLLRO and other levis in respect of said Premises , the said Complex and the said Block save those separately assessed on the Purchaser/s .
11. Reserves and Miscellaneous : All other expenses , taxes, rates and other levies as are deemed by the Maintenance Company to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to be common portions.

#### **5<sup>th</sup> Schedule**

#### **( Easements and quasi- easements )**

The purchaser/s and other intending purchasers shall allow other, the Vendor, the Developer and the Maintenance Company , the following rights, easements, quasi- easements, privileges and/or appurtenances and in turn, the Purchaser/s shall also be entitled to the same:

1. Right of Common Passage on Common Portions. The right of common passage, user and movement in all common Portions.
2. Right of passage of Utilities : The right of passage of utilities including connection for telephones, televisions, pipes, cables, etc. through each and every part of said Premises , the said Complex and the said block including the Apartments and the common portions.
3. Right of support, Shelter and Protection : Right of support , shelter and protection of each portion of the said Complex /Said Block by other and/or others thereof.
4. Right over common Portions: The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained .

5. Appurtenances of said Apartment : Such rights, supports, easements appurtenances as are usually held , used , occupied or enjoyed as part or parcel of the said Apartment and appurtenances.
6. Right of Ingress and Egress : Right of the Maintenance Company and /or occupier or occupiers of other part or parts of the said Complex for the purpose of ingress and egress to and from such other part or parts of the said Complex , the front entrances, staircase , electrical installations and other common passage or paths of the said Complex.
7. Right to Enter : The right, with or without workmen and necessary materials , to enter upon the said Complex/said Block, including the Said Apartment and Appurtenances or any other Apartment for the purpose of repairing any of the Common portions or any appurtenances to any Apartment and/or anything comprised in any Apartment , in so far as the same can not be carried out without such entry and in all such cases, excepting emergency , upon giving 48( forty eight) hours prior notice in writing to the persons affected thereby.

#### **6<sup>th</sup> Schedule**

1. Satisfaction of Purchaser/s : The purchaser/s is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendors, the plans, all the background papers , the right of the Vendors and Developer to execute this Conveyance and the extent of the rights being granted in favour of the Purchaser/s and agree and covenant not to raise any objection with regards thereto.
2. No Partitions : The Purchaser/s shall not , at any time, claim partition of the land share and/or the Common Portion.
3. Future Transfer : Upon the execution and registration of this conveyance in favour of the Purchaser/s , the Purchaser/s may deal with or dispose off the said Apartment and appurtenances and Car Parking space subject to the following conditions:
  - (i) Letting out: In the event of the purchaser/s' letting out the said Apartment and car parking space , the Purchaser/s shall give 7 ( seven) days prior notice to the Developer / Maintenance Company giving details of the person to whom the same is being let out.
  - (ii) Transfer : In the event of purchaser/s ' selling and / or transferring and/or granting long term lease for a period of 21 ( twenty one) years , then and in that event , it shall be obligatory to inform 7 (seven) days before the date of registration giving details of the person to whom the same is being transferred .
4. Mutation by purchaser/s : The Purchaser/s shall , within 3 ( three) months from the date of execution of this Conveyance , at the purchaser/s' costs, apply for obtaining mutation of the Purchaser/s' name as the owner/s of the said Apartment and appurtenance and Car Parking space until the same are not separately assessed , the Purchaser/s shall pay

the rates and taxes payable in respect of the Said Apartment and Car Parking Space , as may be determined and fixed by the Developer/ Maintenance Company, without raising any objection whatsoever.

5. Observing Covenant of user: The Purchaser/s and all persons deriving title under the Purchaser/s shall and will and at all times hereafter observe the covenants regarding the user of the said Apartment and appurtenance and Car Parking Space mentioned in these presents.
6. Penalty, interest for Delay and /or Default: In the event of non payment of the common expenses/ Maintenance Charges , the Purchaser/s shall be liable to pay interest @ 12% ( twelve percent) per annum to the Developer / maintenance Company and in the event of such default continuing for a period of 60( sixty) days from the date it becomes due, then and in the event , without prejudice to any other rights which the Developer / Maintenance Company may have, the

7. Formation of Maintenance Company: The Developer will form a Maintenance Company if required for the purpose of taking control of the Common Portions and to hold the same in trust for the co-owners of the Said Complex. The Purchasers acknowledge that the common services and maintenance of the Common Portions are to be taken care of and/or provided by the Maintenance Company and the Purchasers accept and consent to such formation of the Maintenance Company and such Maintenance Company shall coordinate and regulate the user of the Common Portions and shall also regulate matters between the various co-owners of the Said Complex and the Said Block and for the aforesaid purpose shall remain responsible for :

- i) Maintaining the Common Portions, installations , utilities and amenities comprised in the Said Block, the Said Complex and the Said Premised.
- ii) Rendition of common services.
- iii) Running of lifts and other services.
- iv) Ensuring proper supply of water.
- v) Ensuring proper security in the Said Complex.
- vi) Rendering such other services which shall be necessary or beneficial to the co-owners of the said Complex.
- vii) Framing such rules and regulations as may be necessary and /or required for the user of the Common Portions.
- viii) Billing, receiving , realizing and collecting the common Expenses /Maintenance Charges from the co-owners of the Said Block and the said Complex.



8. Membership of Maintenance Company : The purchasers hereby consent to be members of the Maintenance Company and acknowledge that the Purchasers will be obliged to make payment of the Common Expenses /Maintenance Charges to the Maintenance Company including any further amount which may become payable for such rendition of common services.
9. Rules of Maintenance Company : The Maintenance Company shall act in accordance with the requirements and /or rules and regulations framed by the Developer/ co-owners of the Said complex.
10. Lifts: The Said Block is provided with lifts and such lifts shall be for exclusive use by residents and visitors of the Said Block as well as the Said Complex. Cost towards maintenance and repairs of the lifts shall be apportioned among the co-owners of the Said Complex.
11. Covenants Regarding User- What Purchasers Shall Do: The Purchasers shall, at own costs and expenses:
- i) Good Repairs: Keep the said Apartment And Appurtenances and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
  - ii) User of Common Portions : Use all common Portions carefully, peacefully, quietly and only for the purposes for which they are meant.
  - iii) Co-operate in Management and Maintenance: Co-operate in the management and maintenance of the Said Block and The Said complex.
  - iv) Observing Rules: observe the rules framed from time to time by the Developer/Maintenance Company, for the beneficial common enjoyment of the Said Block and the Said Complex.
  - v) Allowing Entry: Allow the Developer/Maintenance Company and/or their authorised representative , to enter into the Said Apartment And Appurtenances , for the purpose of maintenance and repairs.
  - vi) Making Deposits : Deposit the amounts reasonably required with the Developer/Maintenance company , towards the liability for the rates and taxes and other outgoings.
  - vii) Paying Electricity Charges: Pay for electricity and other utilities consumed in or relating to the Said Apartment and Appurtenances, wholly and the common portions, proportionately.

viii) Rules of Use: Hold the Said Apartment And Appurtenances subject to such rules and regulations as may be made applicable by the Developer/maintenance Company from time to time.

12. Covenants regarding User- What Purchasers Shall not Do: The Purchasers shall not do the following:

- i) No Sub-division : Sub-divide the Said apartment or any portion thereof.
- ii) No Obstruction : Do any act, deed or thing or obstruct the construction and completion of further storeys on the Said Block and the Said complex in any manner whatsoever notwithstanding any temporary obstruction in the Purchasers' enjoyment of the Said Apartment And Appurtenances .
- iii) No throwing of Refuse: throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Said Block and the Said Complex or any portion thereof except in the space for garbage to be provided in the ground floor of the Said block and the Said complex.
- iv) No Strong of hazardous Articles: Store or bring and allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or which are too heavy or likely to affect or endanger the structure of the Said Block and the Said Complex or any portion of any fittings or fixtures thereat including but not limited to doors, windows and floors, in any manner whatsoever.
- v) No Hanging of Articles : Hang from or attach to the beams or rafters of the Said Apartment any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Said Block or any part thereof.
- vi) No fixing of Air-conditioner in Unspecified Place : Fix or install air conditions in the Said Apartment save and except at the places which have been specified in the Said Apartment for such installation.
- vii) No Floor/Ceiling Damage : Do or cause to be done anything in or around the Said Apartment which may cause or tend to cause or effect any damage to any flooring or ceiling of the Said Apartment or adjacent to the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- viii) No Placement of Articles in Common portions : Create hindrance or obstruction in any manner whatsoever to other occupiers of the Said Block and the Said Complex particularly regarding use of the Common portions.
- ix) No injury, harm or Damage : Damage or demolish or cause to be damaged or demolished the Said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- x) No Alteration of Elevation and Colour Scheme: Close or permit closing of verandas or lounges or balconies or lobbies and the Common Portions and also shall not alter or permit alteration in the elevation and outside colour scheme of the exposed walls of the verandas, lounges or any external walls or the facia of external doors and windows , including grills of the Said Apartment which in the opinion of the Developer/Maintenance Company differs from the colour schemes of the Said Block and the Said Complex or which in the opinion of the Developer/Maintenance Company may affect the elevation in respect of the exterior walls of the Said Block.
- xi) Grills: Install grills which are protruding from the windows. Grills are to be fitted only inside the windows and shall be of such design and colour as shall be approved by the Developer/Maintenance Company and the place where such grills are to be affixed shall be designated or identified by the developer/Maintenance Company.
- xii) Not Make Insurance Invalid : Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the Said Block and the Said Complex or cause increased premium to be paid in respect thereof , if the Said Block and the Said Complex is insured.
- xiii) No Alteration/Withdrawing Supports: Make in the Said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer/Maintenance Company and/or any concerned authority.
- xiv) No Fixing Antenna : Fix or install any window antenna or antenna on the roof or terrace of the Said block excepting that the Purchasers shall, at the Purchasers' cost , be entitled to avail of facility of the central antenna to be provided by the Developer/Maintenance company in the Said block.
- xv) No non-residential Use : Use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use the Said apartment for any purpose which may or is likely to cause nuisance or annoyance to other occupiers of the Said Block and the Said

Complex or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club house, Nursing Home, Amusement or Entertainment Centre, Eating or Catering place, Dispensary, Meeting Place or for any commercial or industrial activities whatsoever.

xvi) No Blocking Pathways : Park car on the pathway or open spaces of the Said complex or at any other spaces except the space allotted and shall use the pathways as will be decided by the Developer/Maintenance Company.

xvii) No Displaying/sacrificing Animals: Display or permit any person to display raw meat or sacrificing of animals in the Common Portions of the Said Block and the Said complex.

xviii) No Injuring Sentiments: Do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

xix) No Violation Rules : Violate any of the rules and /or regulations laid down for user of the Common Portions by the Developer/Maintenance Company.

xx) No Changing Name : Change/alter/modify the name of the said Complex, which shall at all times, be known as Silver Space .

13. Covenants Regarding User of Parking Space: The Purchasers Shall :

i) User: use the Parking Space only for the purpose of parking of medium sized car.

ii) No residence: not permit anybody to reside in the Parking space or use the same for any other purpose other than parking of car.

iii) No Obstruction : not park or permit anybody to park cars in the Parking Space in a manner which may obstruct the movement of other cars.

iv) Cleaning: in the event of the Purchasers washing car or permitting anybody to wash car in the Parking Space, then be obliged to clean up the entire space.

v) No Covering Up: not be entitled to cover up, affix grills and/or make any construction on the Parking space and/or open Spaces.

vi) No Storage: not store nor permit anybody to store any articles or things on the Parking space.

vii) Observe Rules: abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time by the Developer/maintenance Company.

viii) No Sub-divisions: Not let or part with possession of the Parking space excepting as a whole with the Said apartment to anyone excepting to a person who owns as Apartment in the Said Complex and the

Purchasers shall, whenever demanded by the Developer/Maintenance Company , give an undertaking and sign a document of adherence that the Parking space will be held only for the parking of cars.

14. No Waiver: Any delay or indulgency by the Developer/Maintenance Company in enforcing the terms of these presents or any forbearance or giving of time to the Purchasers shall not be constructed as a waiver of any breach nor shall the same, in any manner, prejudice to the rights of the Developer / Maintenance Company.

15. Whole and Proportionate Payments: Amounts expressly payable by the Purchasers shall wholly be payable by the Purchasers in case the same relates only to the Said Apartment And appurtenance and proportionately in case they relate to the Said Complex, the Said block and the Common Portions.

16. Charge : All amounts becoming due and payable by the Purchasers and the liability for the same shall be and shall remain a charge on the Said Apartment and Appurtenance.

17. Execution and & Delivery

17.1 **In Witness whereof** the Parties have executed and delivered this Conveyance on the date mentioned Above.

\_\_\_\_\_  
**[Owners through Constituted Attorney]  
Utpal Ganguly, Partner, Constituted Attorney  
Citadel Construction**

\_\_\_\_\_  
**[Developer as Confirming Party through Partner and authorized signatory]  
Utpal Ganguly, Partner, Constituted Attorney  
Citadel Construction**

\_\_\_\_\_  
**(Intended Purchaser)**

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

**Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs..... /- ( Rupees ) towards full and final payment of the Total Consideration for sale of the Said Apartment And Appurtenance described in Part III of the 2<sup>nd</sup> Schedule above.

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**[Developer as Confirming Party through Partner and authorized signatory]  
Utpal Ganguly, Partner, Constituted Attorney  
Citadel Construction**