

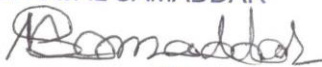
**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the \_\_\_ Day of

\_\_\_\_\_ ' 2020 (Two thousand nineteen) Era

**BETWEEN**

M/S. KAJAL SAMADDAR

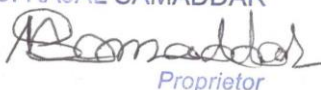
  
Proprietor

(1) **MR. PRASANTA GHOSH**, son of - Late Nagendra Chandra Ghosh alias Late Panchanan Ghosh, having Pan No. \_\_\_\_\_, by occupation unemployed, by nationality Indian, residing at 187/C, Barasat Road, P.O. Nonachandanpukur, P.S. Titagarh, Barrackpore, District North 24 Parganas, Kolkata 700122 (2) **MR. SANJIB KUMAR GHOSH**, son of Late Sachindra Nath Ghosh, having Pan No. **AGAPG7064L**, by faith Hindu, by nationality Indian, by Occupation Service, presently residing at 3(181/A), Barasat Road, P.O. Nona-chandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122 3) (3) **MR. GOPAL CHANDRA GHOSH**, son of Late Gagan Chandra Ghosh, having Pan No. **ADLPG1276E**, by faith Hindu, by nationality Indian, by Occupation Retired person, presently residing at 4(181/A/1), Barasat Road, P.O. Nona-chandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122, represent by constitute General Power Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN NO:- BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **“M/S. KAJAL SAMADDAR”**, having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART.**

AND

**“M/S. KAJAL SAMADDAR”**, having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, being represented by its sole proprietor namely **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN BAXPS0417D**, by

M/S. KAJAL SAMADDAR



Proprietor

faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, in the State of West Bengal hereinafter referred to as “**THE DEVELOPER**” (which term expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said firm, its proprietor and his respective heirs Executors, Administrators, Representatives & Assigns) **OF THE SECOND PART.**

AND

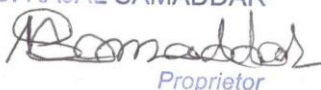
1. \_\_\_\_\_, son of \_\_\_\_\_, by Faith Hindu, by Nationality Indian, by Occupation \_\_\_\_\_, having PAN No. \_\_\_\_\_

2. \_\_\_\_\_, wife of \_\_\_\_\_, by Faith Hindu, by Nationality Indian, by Occupation \_\_\_\_\_, having PAN No. \_\_\_\_\_ both residing at \_\_\_\_\_, in the state of West Bengal. Hereinafter individually / jointly called **THE PURCHASER** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE THIRD PART.**

**RECITAL**

WHEREAS all that piece and parcel of land measuring about more or less **04 (four) Cottha** in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of MouzaChandanpukur, J.L. No 2, Re.Su. No 15, ParganaKalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District – North 24 Parganas, originally belongs to Sri Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh of Chandanpukur, P.S. Titagarh, District North 24 Parganas, purchased from (1) Sk. Rawsan Ali, (2) Sk. Wajed Ali, both are son of Late Abdul Sovan, (3) Sk. Namdar, son of Late Shyudhin of Titagarh Gobinda Chatterjee Road,

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P.S. Titagarh, District - 24 Parganas, by dint of registered Bengali Bikroy Kobala, which is duly registered at the office of Sub Registrar, Barrackpore, 24 Parganas, vide book No 1, Volume No 9, Pages from 183 to 186, being No 1001, on dated 25/01/1955, and construct a dwelling unit on the aforesaid land and also possess the same with different act of possession.

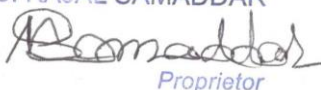
AND WHEREAS said Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh was died intestate on 18/04/2012 living behind his wife Jogomaya Ghosh and one son namely Prasanta Ghosh (Landowner 01) and four married daughter namely Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh as his legal heirs and successors in respect of aforesaid property.

AND WHEREAS after sad demised of Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh said Jogomaya Ghosh , Prasanta Ghosh (Landowner 01), Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh jointly possess the aforesaid property by way of Hindu Succession Act 1956 and mutated their name in the office of the Local Municipality and B.L. & L.R.O. and paid rent, tax up to date in their joint name.

**AND WHEREAS** said Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh transfer their undivided share of property to Prasanta Ghosh (Landowner 01) by way of a registered Deed of Gift which was duly registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, Vide Being No: 150501403, for the year 2018, more fully and elaborately described therein.

**AND WHERAS** since then the LAND OWNER, possess all that piece and parcel of land measuring about more or less **04 (four) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, ParganaKalikata, Touzi No 108, under Municipal Jurisdiction

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Proprietor

of Barrackpore Municipality, Ward No 06, Holding No 22(187/C) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

AND WHEREAS by the above said manner the LAND OWNER 1, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 22(187/C), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts , acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

**AND WHEREAS** said MR. PRASANTA GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less **04 (four) Cottha** as per deed, on Dated 23/03/2018, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume No. 1505-2018, Pages from 35145 to 35184, being Deed No. 150501413, for the Year 2018, and also executed a Development Power of attorney on Dated 23/03/2018, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume

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Proprietor

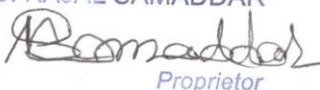
No. 1505-2018, Pages from 39336 to 39355, being Deed No. 150501479, for the Year 2018.

WHEREAS all that piece and parcel of land measuring about more or less **03 (three) Cottha** in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District – North 24 Parganas, originally belongs to Sri Sachindra Nath Ghosh, and Sri Gopal Chandra Ghosh, both are son of Late Gagan Chandra Ghosh, of Chandanpukur, P.S. Titagarh, District North 24 Parganas, purchased from (1) Sk. Rawsan Ali, (2) Sk. Wajed Ali, both are son of Late Abdul Sovan, (3) Sk. Namdar, son of Late Shyudhin of Titagarh Gobinda Chatterjee Road, P.S. Titagarh, District - 24 Parganas, by dint of registered Bengali Bikroy Kobala, which is duly registered at the office of Sub Registrar, Barrackpore, 24 Parganas, vide book No 1, Volume No 24, Pages from 91 to 94, being No 1002, on dated 25/01/1955, and construct a dwelling unit on the aforesaid land and also possess the same with different act of possession.

AND WHEREAS said Sachindra Nath Ghosh, son of Late Gagan Chandra Ghosh, was died intestate on 07/11/2011 living behind his wife Dipti Ghosh, and one son namely Sanjib Kumar Ghosh (Land Owner 02) and two married daughter namely Chhanda Ghosh, Tapati Ghosh, as his legal heirs and successors in respect of aforesaid property.

AND WHEREAS after sad demised of Sachindra Nath Ghosh said Dipti Ghosh, Sanjib Kumar Ghosh (Land Owner 02), Chhanda Ghosh, Tapati Ghosh, jointly possess the aforesaid property with Gopal Chandra Ghosh by way of Hindu Succession Act 1956 and mutated their name in the office of the Local Municipality and B.L. & L.R.O. and paid rent, tax up to date in their joint name.

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**AND WHEREAS** since then the LAND OWNER, possess all that piece and parcel of land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, ParganaKalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 3(181/A/1) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

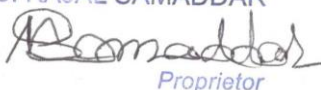
**AND WHEREAS** by the above said manner the LAND OWNER 02, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 3(181/A/1), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts , acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

**AND WHEREAS** said MR. SANJIB KUMAR GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha** as per deed, on Dated 07/05/18, with the

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Proprietor

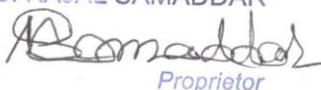
DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150502084, for the Year 2018, and also executed a Development Power of attorney on Dated 07/05/18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150502246, for the Year 2018.

**AND WHEREAS** since then the Gopal Chandra Ghosh (LAND OWNER 03), possess all that piece and parcel of land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 4(181/A/1) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

AND WHEREAS by the above said manner the LAND OWNER 03, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 4 (181/A/1), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts, acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER 03 has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

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**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

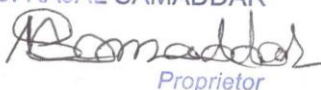
**WHEREAS** the LAND OWNER 03 hereto have every right and authority to enter into this present Agreement with the Developer and have had no difficulty in fulfilling all its obligations so contained in this present Agreement.

**AND WHEREAS** upon the aforesaid representation of the land owner and subject to verification of the title of the LAND OWNER 03 concerning the said premises, the DEVELOPER has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

**AND WHEREAS** said MR. GOPAL CHANDRA GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less 01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha as per deed, on Dated 04/07/18, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150503186, for the Year 2018, and also executed a Development Power of attorney on Dated 04/07/18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150503195, for the Year 2018.

**AND WHEREAS** by virtue of the aforesaid all the Development Agreement and Development Power Attorney, the Developer is seized & possessed of or otherwise well a sufficiently entitled to Develop the said combine property measuring about more or less **07 (seven) Cottha 00 (zero) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1800, under R.S Khatian No 84 and Modified Khatian No 4898, New Khatian No 84, 5848, 5349 of Mouja Chandanpukur, J.L.No 2, P.S. Titagarh, A.D.S.R.O. Barrackpore,

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Proprietor

under municipal jurisdiction of Barrackpore Municipality, Ward No. 6, Holding No. 3(181/A) Barasat Road, District North 24 Parganas, Kolkata – 700122, and entitled to sell every part of the premises more fully and elaborately described in FIRST SCHEDULE except landowners allocation as agreed and stated on Development agreements.

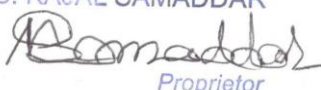
**AND WHEREAS** the Developer started construction of multistoried Building in consonance and conformity with the Building Plan sanctioned by the **Barrackpore Municipality** vide its Building Plan sanction **Memo No. 181/PS-GF/PL/BG dated 02.03.2020**, hereinafter referred to as the said Plan consisting of several self contained Flats /Units /Shop Room /Office Space/ Garage etc.

**AND WHEREAS** as per sanctioned plan the Developer has constructed a **B+G+4 storied building** which has been named as “**RAJOSHREE APARTMENT**” and declared to sell the units on the basis of which being satisfied about the right, title interest and lawful possession of the Vendor and the constructional work of the Developer.

**AND WHEREAS** the Purchaser has approached to the Developer to purchase a self-contained **residential flat** being **Unit No. - “\_\_\_”** on the \_\_\_\_\_ **Floor** (\_\_\_\_\_ **Side**) having **Covered Area** \_\_\_\_\_ **square feet** (**Super built up area** \_\_\_\_\_ **square feet**) for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** **only** and Purchaser entered into an agreement for the purpose on dated \_\_\_\_\_.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement the developer has completed the construction of the building and as well as the said unit of the Purchaser, together with Lift facility and right to use of the common two wheeler parking space in the Ground floor demarcated by the Developer with the other Residential unit owners in the said building together with the right to use the common

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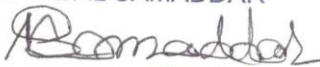
  
Proprietor

passage and other common space of the property described in **FOURTH SCHEDULE** hereunder written.

**AND IT IS FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:-**

1. The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
2. The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.
3. The Buyers have measured the area of the Said Flat and is satisfied regarding the computation of the area as has no claims in respect thereof. Received vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.
4. After getting delivery of possession of respective unit, the Purchaser is liable to pay further proportionate Municipality Tax, Water charges, Electric Bills, any other taxes and maintenance charges respective of his/her unit from his/her own and to the respective authority.
5. The **PURCHASERS** will have full and absolute property right such as the **VENDOR** derive from its title save and except that of the demolishing or committing

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Proprietor

waste in respect of property so as to effect the **VENDOR** or other co-owners who have already acquired or may hereafter purchase or acquire proprietary rights in the said building.

6. The **PURCHASER** will also be entitled to sell, mortgage, lease or otherwise alienate the unit hereby conveyed subject to the terms herein contained to any person or persons without the consent of the **VENDOR** or any other co-owners who may have acquired by the **PURCHASERS** under the terms of this conveyance.

7. The **PURCHASERS** undivided interest in the soil as more fully described in the **First Schedule** hereunder written shall remain joint for all times with the Vendor and /or other co-owner who may hereafter or hereto before have acquired right, title, interest in the land and in any flat car parking space and shop room in the said building, it being hereby declared that the interest in the soil is impartible.

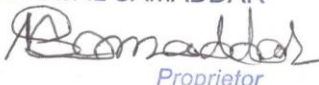
**THE VENDOR, DEVELOPER AND PURCHASER DOTH HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT AS FOLLOWS:-**

a) That the Developer has completed construction of the said unit wholly and the common parts proportionately and delivered possession to the Purchaser as the full and absolute owner thereof.

b) The Purchaser has not deposited any amount with the Vendor and the Developer on account of Sales Tax, Service Tax, G.S.T. or Maintenance and otherwise and agrees to make such deposit with the Company or Association specifically formed for this purpose.

c) The company and/or the Association upon being incorporated and taking over charge and management of the said Building will be entitled to frame the details Rules,

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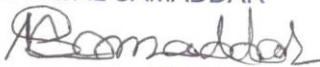
Regulations, Bye-laws regarding use and enjoyment, the management and maintenance of the Unit and the Building and the same be binding on all Holders.

d) That until the formation of society or any association or company amongst the purchaser as stated hereinafter the purchaser shall permit the developer/confirming party and or the person or persons for the time being for management of the said building and its surveyors and agents with or without workmen and others at all reasonable time as to enter into and upon the said premises or any part thereon for the purpose of maintaining, rebuilding, cleaning freeing, closing, lighting and keeping in order and good condition all service, drains, pipes, cables, water covers, gutters, wires part structure belonging to do or serving or used for the said building and also for the pulling down, maintaining repairing, and testing drainage water pipes and electric wires and for similar and / or other purpose.

e) Until the unit of purchaser is separately assessed for mutation, the purchaser is liable to pay proportionate tax share as tax receipt provided to him/her in respect of total land and building. The Purchaser must apply for mutation for his/her unit from his/her own and own cost.

f) The Purchaser also liable to pay proportionate share of electric bills in the name of Building/developer/landowner until the Purchaser is provided with a separate electric connection in his/her name by concerning electric supply. The Purchaser will be served with a separate sub meter during the course to calculate total spending and cost of electric for the unit. The Purchaser is liable to pay electric bill as per reading on his/her meter as well as per share of common meter reading on rate per unit prevailing at that time or decided by the society or association or company. As and when the electric supply provides transformer loading/residential electric connection for the building, the purchaser must apply for a separate electric connection in his/her name from his own and own cost.

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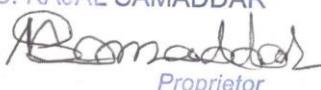
g) The Covenant stipulation and obligation required to be performed by the Purchaser upon taking over possession of the said Unit shall be deemed to be covenants and obligations running with the Land and the said Unit and shall always be binding on the Purchaser and/or its successor / successors including the person/persons in possession, use and enjoyment of such Building.

h) The Developer is entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement and store of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

i) The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.

j) **Extension/Addition:** The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Sellers (1) integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and (5)

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granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.

**Further Construction:**

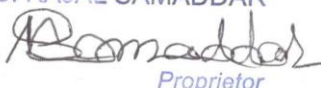
**Roof Rights:** The top roof of the Said Complex shall remain common to all residents of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Developer shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Complex.

**Measurement:** The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

**Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.

**Payment of Extras:** The Buyers must regularly and punctually pay the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.

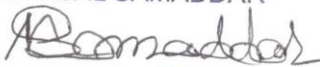
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**THE FOLLOWING TERMS AND CONDITIONS WILL BE OBSERVED BY THE PURCHASER :-**

- (a) That the Purchaser shall maintain the unit hereby sold at his/her/their own cost in good condition.
- (b) The Purchaser shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (c) That the purchaser shall not use the unit for any purpose other than for **residential** purpose and shall not store or allow any excessive inflammable and combustible articles in the said **residential unit** and not to create any nuisance which may cause disturbances of the other occupiers. The purchasers are not allowed to use the unit for commercial purposes like goods selling, teaching, official use etc. without prior permission of Society/Association/Maintanance Company.
- (d) The purchaser or his/ her/ their servants/ authorized persons/ agents shall not in any way allowed to obstruct the common passages, landing areas, roofs or staircase of the property nor store therein any rubbish or other materials, goods or furniture nor shall do cause to be done or allow any act deed matter or things whereby the use and enjoyment of the common parts, the common amenities and common conveniences of the said property be in any way prejudicially affected or vitiated.
- (e) That the purchaser shall not keep nor store in the said premises any inflammable or combustible articles such as explosive, chemicals, films or any offensive articles such as hides or manures or food grain or any other articles giving an offensive smell nor shall the purchaser do any things which shall be constitute any nuisance or annoyance to the occupier of the other flats in the said building.
- (f) That the Purchaser shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main

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structure of the building or do any such thing without prior approval of Developer's Architects and Engineers.

(g) The Purchaser, shall at his/her/their liberty to install and affix any name plate, board, letter box, signboard, hording and material of publicity inside and outside of the building other than the place specified for the purpose in the said building.

(h) The purchaser shall install Air Condition or Dish T.V. at the outer wall of respective unit at his/her/their own risk, and supervision on subject to payment of cost and expenses for such installation or maintenance. Dish TV antenna is only allowed to install at outer face of the building. Drain water of Pipe of AC must be drained inside any drain pipe of building or must be drained up to ground drainage system.

(i) That the purchaser shall wait for individual electric connection until the **W.B.S.E.D.C.L.** or any other concerning authorities arrange it for the building. The purchaser is not allowed put any pressure or force the Vendor or Developer related to individual electric connection for their individual unit till **W.B.S.E.D.C.L.** or any other concerning authority provide the same.

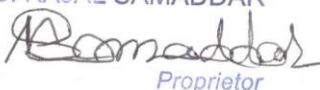
(j) That the purchaser or his men and agent have no right to use the ultimate roof or any common space of the building for the purpose of amusement or party or events or have no right to use loudspeaker, electrical fittings or other musical instruments of any kind without the permission of Society/Association/Maintenance Company. For this purpose Purchaser must follow the rules/acts prevailing in the Society designed by Society/Association/Maintenance Company.

(k) The purchaser is not allowed to have pet dogs or any pet animals for domestic living which create disturbance in living of other occupiers and strictly prohibited to commercially store pets for reselling.

**FORMATION OF SOCIETY / ASSOCIATION / MAINTENANCE COMPANY :-**

It is further agreed between the Seller and the Buyer that the Developer will form a Society or Association which may consist of all Flat owners/members or may handover

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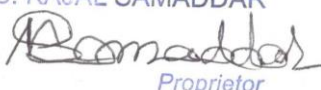
to a Maintenance Company/personal for the upkeep and maintenance of the said building and the common amenities mentioned in the “**Fourth Schedule**”.

Upon formation of Society/Association or Maintenance Company, the purchaser is liable to pay proportionate maintenance charges monthly as levied on the purchaser by the Society/Association/Management Company. Failing or denying in paying maintenance charges will result in providing no facilities of common amenities and stopping on providing common services to the denying Purchaser.

Job of Society/Association/Maintenance Company :-

- i) The Society/Association/Maintenance Company will take over all obligations with regard to management control and operation of all common portion of the building under the provision of law.
- ii) The Society/Association/Maintenance Company will perform all the jobs of erection, repair, washing, colouring, maintenance of common portions of the building.
- iii) The Society/Association/Maintenance Company will have the freedom of appointing security, sweeper, lift operator, pump operator, pest controller etc. as and when felt need.
- iv) The Society/Association/Maintenance Company will issue rules and regulations, which must be abide or maintained by all the Purchasers/Unit holders/members .
- v) Collection of maintenance charges for the purpose of service provided in respect of maintenance of the building in all respect.
- vi) The Society/Association/Maintenance Company must have the liberty in taking decisions regarding anything related to maintenance of the buiding. They are free to take decisions regarding erection, repair, washing, colouring, maintenance of common portions of the building as when felt needed.
- vii) The Society/Association/Maintenance Company must store funds from collection made from the Purchaser and must maintain an accounts regarding book keeping of records on income and expenses.

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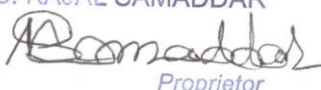
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viii) The Society/Association/Maintenance Company is liable to receive service fees/income every month for the services rendered.

Responsibility of Purchaser's towards The Society/Association/Maintenance Company :-

- i) Purchaser must abide by the rules and regulations formed by the Society/Association/Maintenance Company.
- ii) Purchaser must agree to the allotment or appointment made by the Society/Association/Maintenance Company.
- iii) Purchaser must not obstruct Society/Association/Maintenance Company personal to enter in building common spaces such as lobby, roof, lift room, common garage etc. and also allow to enter inside any unit of purchaser if in any case mandatory for maintenance.
- iv) Purchaser must take permission of Society/Association/Maintenance Company for the purpose of arranging events, functions, programs in common spaces. In that case the Purchaser is liable to pay charges with security deposit for the same if levied to them by Society/Association/Maintenance Company.
- v) Purchaser renting their property in that case, Purchaser is/are liable to deliver documents of rentee includes identity cards, photos, rent agreement copy, etc. to Society/Association/Maintenance Company before handing over respective unit for rent. In case of reselling, the Purchaser must provide documents of intending buyers to The Society/Association/Maintenance Company before completion of reselling the unit.
- vi) All unit holder must pay maintenance charges (as to be decided by maintenance authority) in time in respect of service provided i.e. within 10<sup>th</sup> of every month to the by Society/Association/Maintenance Company.
- vii) Purchaser must co-ordinate with all other purchasers and as well Society/Association/Maintenance Company for proper supervision of maintenance work.

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viii) Purchaser must abide by all further points, circulations, rules, regulations, acts to be implemented by the Society/Association/Maintenance Company in future, which haven't drafted in this deed.

**AND THE DEED FURTHER WITHNESSETH** that in consideration of the **PURCHASERS** having purchased the property mentioned in **THIRD SCHEDULE** below on the assurance and guarantee of the **Vendor** as to protection against any possible claim by any of its legal representatives, successors, or by any person or persons through under any of them; the **VENDOR** do hereby and hereunder agrees to indemnify and at all times keep indemnified the **PURCHASERS** against all such possible claim or demands by legal sanative or any person or persons claiming through under any of them in respect of the said property.

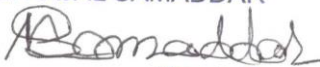
**AND THIS FURTHER WITHENSSETH** that the **DEVELOPER** doth hereby covenant with the **PURCHASERS** that they have not any time heretofore done, executed, performed or been a party or privy to any act, deed matter or things or whereby or by reason whereof any person has of may claim any right, title, or interest of whatsoever nature in the property conveyed by this deed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the premises)

ALL THAT piece and parcel of revenue paying 'Bastu' land measuring about more or less **07 (seven) Cottha 00 (zero) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1800, under R.S Khatian No 84 and Modified Khatian No 4898, New Khatian No 84, 5848, 5349 of Mouja Chandanpukur, J.L.No 2, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality, Ward No. 6, Holding No. 3(181/A) Barasat Road, District North 24 Parganas, Kolkata – 700122, in the state of West Bengal, which is butted and bounded as follows :-

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On The North : - Barasat Road.  
 On The South : - Property of Sukur Ali.  
 On The East : - Property of Satish Chandra Ghosh & Others.  
 On the West : - Property of Haripada Ghosh.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE BUILDING)**

ALL THAT the building under name & style '**RAJOSHREE APARTMENT**' covering the Land measuring about more or less **07 (seven) Cottha 00 (zero) Chhataks 00 (zero) square feet** land on the Ground Floor and consisting of a **Basement plus Ground plus Four Floors** to be constructed on a portion of the said Premises and the said Land in accordance with the Plan duly sanction by the **Barrackpore Municipality**.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE UNIT)**

All that the Residential unit in or portion of the new Building being **Unit No – \_\_\_\_\_**, in the \_\_\_\_\_ **Floor** ( \_\_\_\_\_ side), measuring about more or less **Covered Area \_\_\_\_\_ square feet (Super build up area \_\_\_\_\_ square feet)** consisting of **\_\_\_ Bed rooms, \_\_\_ Kitchen, \_\_\_ Drawing cum Dining, \_\_\_ Toilets, \_\_\_ Balcony** with lift facility in the New Building commonly known as "**CHATTERJEES**" at the said premises and shown in the Plan annexed here to duly Bordered in **Red coloured** there on described and mentioned in the **SECOND SCHEDULE** here in above written together with proportionate undivided, un-demarcated, indivisible, impartible in the common area and installation attributable to the said unit and together with proportionate demarcated, in divisible, impartible share in the Land comprised in the said premises described and mentioned in the **FIRST SCHEDULE** here in above written together with the right of enjoying common facilities as mentioned in the **FOURTH SCHEDULE** and being agreed to pay the cost of maintenance of common services and

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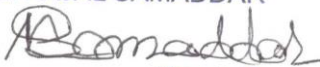
facilities to be paid proportionately as mentioned in the **FIFTH SCHEDULE** is hereby sold and transferred in favour of the Purchaser/s. The annexed Plan will be the part & parcel of this Deed of Conveyance.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common areas and facilities)**

1. The entirety of the Land described in the First Schedule herein above written.
2. Staircase on all Floors.
3. Common lift for escalation of all floors.
4. Landing of staircases on all floors.
5. Common paths passages and areas excepting expressly such area on Land and Building as are not needed or held or intended for use by a particular person but including beams, foundations and supports.
6. Drive way, Path-Way and lobby on the Ground Floor.
7. Boundary Wall if any and Main Gates (If any).
8. Drainage and Sewage.
9. All Electrical installation Electric Wiring, meters, transformer if any, generator if any and fitting (excluding only those as are installed within the exclusive area of any Unit and/or exclusively intended for its use).
10. Submersible pump for boring water.
11. Pump Room, Water Tank, on the Ground Floor and/or on the terrace, Water Pipes, Motor Pump and other common Plumbing installation (save only those as are within the exclusive area of any Unit and/or exclusively intended for its use).
12. Roof of the top floor.
13. Common garage at ground floor for parking one Bicycle and/or Two-wheeler for each unit/Flat owners.
14. all other common Parts, Areas, Equipments, Installations, Fittings, Fixtures, Space in or about the Building or the Land as are necessary for passage to or use and occupancy of the Units in common with other owners or occupiers of the Land and Building or

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portions there to whether at present or in future to be constructed in the Land or the Building but expressly excluding the terrace.

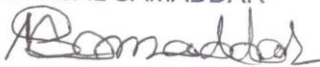
15. The foundation, beams support corridors, lobbies etc.
16. Windows, Doors and Grills and other fitting of the common area of the premises.
17. Security room (if any) and CCTV installations.
18. Common toilet and common water point.
19. Fire Extinguisher (if any).

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**COMMON EXPENSES**

1. All costs of lighting and maintenances of common areas and also the outer walls of the building.
2. Insurance premium (if any) in respect of the building against riot, earth quake, fire lighting, mob violence etc.
3. All charges and deposits for supplies of common utilities.
4. Monthly fees to Society/Association/Maintenance Company.
5. Municipal taxes, khazna and other outgoing save and except those are separately assessed for the respective unit.
6. Cost and charges of establishment for maintenance of the building, deposit money. The co-owners of the building shall form an Association/Society/ Company for the common purpose including taking over all obligation with regard to management control and operation of all common portion of the building.
7. Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.
8. The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

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

Signed sealed and delivered at Barrackpore in presence of:-

**Witness:-**

1.

2.

Signature of the Constituted Power of Attorney Holder On Behalf Of the Vendors.

Signature of the Developer

**Drafted and Prepared by :-**

**Computer by**

Signature of the Purchaser

Kamal Roy Chowdhury  
Barrackpore, 24 Pgs(N).

  
Proprietor



**MEMO OF CONSIDERATION**

Received a sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only**  
from the Purchaser herein by the following manner :-

<u>Date</u>	<u>Cheque / Draft/ Cash</u>	<u>Bank &amp; Branch Name</u>	<u>Amount</u>
<b>Total -</b>			<b>/-</b>

Witness:

1.

Signature of the Developer

2.

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Proprietor