

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of , Two Thousand.....

B E T W E E N

(a) Smt. Gouri Nandi (PAN: AKJPN0939L) wife of Late Mihir Nandy, by Occupation housewife, residing at 6B, Green Park, P.S. Patuli , Kolkata-700084 (b) Smt. Moumita Nandy (PAN: ACPPN1520R) wife of Sri Sandipan Dutta by occupation Service residing at 6B, Green Park, P.S. Patuli , Kolkata-700084, 2. (a) Sri Santanu Nandy (PAN: AFBPN8179F) son of Late Samir Nandy by Occupation Service (b) Smt. Sukla Nandy (PAN: BJFPN7385C) wife of Late Samir Mindy by occupation house wife both no (a) & (b) residing at 1 /51 ,Vidyasagar Colony, P.S. Patuli, Kolkata-700047 at present 93/F, Regent Estate, P.S. Jadavpur, Kolkata- 700092, 3. (a) Sri Ujjal Kumar Sahu (PAN: AIQPS6792P) son of Late Hiren Chandra Sahu and and Late Anjali Sahu by occupation service, residing at 285, Raidanga Main Road, Kasha, P.S. Kasba, Kolkata-700107, (b) Smt. Kaberi Sahu daughter of Late Hirendhra Sahu and late Anjali Sahu by occupation business residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur, Rolkata-700152, (c) Smt. Krishna Das (PAN: GEJPD7467F) wife of Sri Ashoke Das daughter of Late Hirendhra Sahu and Late Anjali Sahu by occupation Housewife residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur Kolkata -700152,

For RAJLAKSHMI ENTERPRISE


Proprietor.

4. a) Smt. Rimi Prasad (PAN: ARHPP3467C) wife of Sri Dilip Prasad, by faith Hindu, by occupation housewife residing at 129/1A, Baishnabghata Road, PS. Patuli, Kolkata- 700047 and (b) Smt. Srabani Lodh (PAN: AGZPL6967G) wife of Sri Arnupam Kumar Lodh by faith Hindu, by occupation housewife residing at Vill. 2 No. Garshyamnagar, Kawgachi (Vivekananda Nagar), Dist: 24 Parganas(N), P.S. Jagaddal, West-Bengal- 743127, 5. (a) Smt. Sarmishtha Sen (PAN: GQDPS5858H) wife of Sri Anuruddha Sen residing at 3/47 B, Bijoy Garh, P.S.: Jadavpur, Kolkata-700032 (b) Smt. Piyali Basu (PAN: CDLPB1266K) wife of Sri Avijit Basu residing at JC-7/7, Saltlake City, Sector-III, P.S. Bidhannagar, Kolkata-700098 and 6. Smt. Dipa Dey (DYKPD9002G) wife of Sri Badal Dey by occupation housewife residing at 6/3P.B. Road, P.S. Behala, Kolkata-700034, represented by their Constituted Attorney SRI TAPASH KUMAR GHOSH (PAN- AGFPG5848M) son of Sri Anil Chandra Ghosh residing at 2081, Chak-Garia, P.S.:- Survey Park, Kol-75 by faith Hindu, by nationality Indian, by occupation business, (Development Power of Attorney Registered at D.S.R.-IV Alipore South-24 Parganas, recorded in Book No-I, C.D. Volume No. 21, Pages from 1150 to 1172, Being No:- 03772 for the year 2014) hereinafter jointly called and referred to as the "LAND OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S RAJLAKSHMI ENTERPRISE a Proprietorship Firm, having its registered Office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, PS.:-Survey Park, Kolkata-700075, represented by its Proprietor of Sri Tapas Kumar Ghosh (PAN- AGFPG5848M), son of Anir Chandra Ghosh, by faith : Hindu, by occupation : Business, residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, PS.:-Survey Park, Kolkata-700075, herein after jointly referred to as the " DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and assigns) of the SECOND PART;

AND

SRI _____ (PAN- _____) son of by faith..... by nationality Indian by occupation..... residing at....., hereinafter called and referred to as "the PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of his heirs. executors. administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS the first parties herein 1. (a) Smt. Gouri Nandi wife of Late Mihir Nandy, by Occupation housewife, residing at 6B, Green Park, P.S. Patuli , Kolkata-700084 (b) Smt. Moumita Nandy wife of Sri Sandipan Dutta by occupation Service residing at 6B, Green Park, P.S. Patuli , Kolkata-700084, 2. (a) Sri Santanu Nandy son of Late Samir Nandy by Occupation Service (b) Smt. Sukla Nandy wife of Late Samir Mindy by occupation house wife both no (a) & (b) residing at 1 /51 ,Vidyasagar Colony, P.S. Patuli, Kolkata-700047 at present 93/F, Regent Estate, P.S. Jadavpur, Kolkata- 700092, 3. (a) Sri Ujjal Kumar Sahu son of Late Hiren Chandra Sahu and and Late Anjali Sahu by occupation service, residing at 285, Raidanga Main Road, Kasha, P.S. Kasba, Kolkata-700107, (b) Smt. Kaberi Sahu daughter of Late Hirendra Sahu and late Anjali Sahu by occupation business residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur, Kolkata-700152, (c) Smt. Krishna Das wife of Sri Ashoke Das daughter of Late Hirendra Sahu and Late Anjali Sahu by occupation Housewife residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur Kolkata -700152, 4. a) Smt. Rimi Prasad wife of Sri Dilip Prasad, by faith Hindu, by occupation housewife residing at 129/1A, Baishnabghata Road, PS. Patuli, Kolkata- 700047 and (b) Smt. Srabani Lodh wife of Sri Arnupam Kumar Lodh by faith Hindu, by occupation housewife residing at Vill. 2 No. Garshyamnagar, Kawgachi (Vivekananda Nagar), Dist: 24 Parganas(N), P.S. Jagaddal, West-Bengal- 743127, 5. (a) Smt. Sarmishtha Sen wife of Sri Anuruddha Sen residing at 3/47 B, Bijoy Garh, P.S.: Jadavpur, Kolkata-700032 (b) Smt. Piyali Basu wife of Sri Avijit Basu residing at JC-7/7, Saltlake City, Sector-III, P.S. Bidhannagar, Kolkata-700098 and 6. Smt. Dipa Dey wife of Sri Badal Dey by occupation housewife residing at 6/3P.B. Road, P.S. Behala, Kolkata-700034, is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of bastu land measuring 17K- 07Ch-

00Sft more or less Rayati Dhakali Saha Bastu land measuring 0.29 decimal at present of which physical measurement is 12 K-10Ch-36Sft more or less for valuable consideration, of the said C.S. Dag No. 983, under C.S. Khatian No. 50, J.L. No. 44, RS. No.8, Touzi No. 271, R.S. Dag No. 1001 in R.S. Khatian No. 110, Mouza- Tentulberia, P.S. Sonarpur, Dist: South 24Parganas, Kolkata 700152. vide recorded in Book No-I, Volume No. 50, Pages from 129 to 134 being No. 2507 for the year 1963.

AND WHEREAS by a conveyance dated 26/09/1946 registered at the Alipore Registration office recorded in Book No. I, Volume No.56 pages from 54 to 60 being no. 3048 for the year 1946 Kabujan Bibi and others for the consideration therein mentioned sold and conveyed to Calcutta Properties Limited all that piece and parcel of land measuring 0.47 acres under Mouza: Tentul Beria, Parganas: Madanmollah, Dist: 24-Parganas(South) , C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, Re.Su. No.8, Touzi No. 271.

AND WHEREAS Calcutta Properties Limited had recorded its name in the Revisional Settlement and was in khas possession of the same and the same had been recorded as R.S. Dag No. 1001 in Re.Su. Khatian No. 110, J.L. No. 44, R.S. No.8, Touzi No. 271.

AND WHEREAS thus Calcutta Properties Limited absolutely seized and possessed of and otherwise well and sufficiently entitled to the land measuring 0.47 acres under Mouza: Tentul Beria, Parganas: Madanmollah, Dist: 24-Parganas (South), C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, Re.Su. No.8, Touzi No. 271, R.S. Dag No. 1001 in R.S. Khatian No. 110.

AND WHEREAS thereafter Calcutta Properties Limited sold and transfer free from all encumbrances the Eastern portion of the said C.S. Dag No. 983, under C.S. Khatian No. 50, J.L. No. 44, R.S. No.8, Touzi No. 271, R.S. Dag No. 1001 in R.S. Khatian No. 110 measuring 17K- 07Ch- 00Sft more or less Rayati Dhakali Satta bastu land measuring 0.29 decimal more or less for valuable consideration to Smt Usha Rani Nandy wife of late Rati Kanta Nandy which was registered at D.R 24- Parganas and recorded in Book No-I, Volume No. 50, Pages from 129 to 134 being No. 2507 for the year 1963.

AND WHEREAS thus Smt. Usha Rani Nandy by dint of the aforesaid deed became the absolute owner and was in peaceful enjoyment free from all encumbrances and hindrances whatsoever.

AND WHEREAS Smt Usha Rani Nandy while enjoying and possessing her entire property including 600 sft old dilapidated one storied RTS house died intestate on 20/01/1975 leaving behind her surviving her two sons namely Sri Samir Nandy and Sri Mihir Nandy and four daughters namely Smt Anjali Sahu , Smt Arati Sarkar, Smt Dalia Sarkar, and Smt Deepa Dey.

AND WHEREAS Sri Samir Nandy son of Late Rati Kanta Nandy while enjoying and possessing his undivided 1/6th share in the property died intestate on 12/02/1987 leaving behind him surviving his wife Smt Shukla Nandy and one son Sri Santunu Nandy who collectively became the owners of the property left by Late Samir Nandy.

AND WHEREAS Sri Mihir Nandy another son of Late Rati Kanta Nandy while enjoying and possessing his undivided 1/6th share in the property died intestate on 21/01/2011 leaving behind him surviving his wife Smt Gour Nandy and one daughter Smt Moumita Nandy who collectively became the owners of the property left by Late Mihir Nandy.

AND WHEREAS Smt Anjali Sahu another daughter of Late Rati Kanta Nandy while enjoying and possessing her undivided 1/6th share in the property died intestate on 19/06/2006 leaving behind her surviving her two daughters namely Smt Kaberi Sahu, Smt Krishna Das and one son Sri Ujjal Kumar Sahu who collectively became the owners of the property of Anjali Sahu .

AND WHEREAS thus by inheritance Smt Gouri Nandi, Smt Moumita Nandy, Smt Sukla Nandy, Sri Santunu Nandy Smt Kaberi Sahu, Smt Krishna Das, Sri Ujjal Kumar Sahu, Smt Arati Sarkar, Smt Dalia Sarkar and Smt Deepa Dey have jointly inherited the property left by their predecessor Smt Usha Rani Nandy were enjoying and possessing the entire Rayati Sattya Dakhali Bastu land measuring 17K- 07Ch- 00Sft at present of which physical measurement is 12 K-10Ch-36Sft more or less with 600 sq.ft. old dilapidated one storied building standing thereon as absolute owners thereof.

AND WHEREAS thereafter on 31st January 2014 Smt Arati Sarkar transferred her 1/6th undivided share of bastu Land measuring 2K-01Ch-36 Sft more or less with undivided 100

proportionate share of existing old one storied structure in favour of her two daughters namely Smt Rimi Prasad and Smt Srabani Lodh equally by way of gift which was registered at DSR-IV, Alipore 24-Parganas(South) and recorded in Book No.I, C D Volume 4, Pages from 2267 to 2278 Being No.00715 in the year 2014.

AND WHEREAS thereafter on 31st January 2014 Smt Dalia Sarkar transferred her 1/6th undivided share of bastu Land measuring 2K-01Ch-36 Sft more or less with undivided 100 proportionate share of existing old one storied structure in favour of her two daughters namely Smt Sarmistha Sen and Smt Piyali Basu equally by way of gift which was registered at DSR-IV, Alipore 24-Parganas (South) and recorded in Book No.I, Volume 4, Pages from 2279 to 2290 Being No. 00716 in the year 2014.

AND WHEREAS thus (1) Smt Shukla Nandy and Sri Santunu Nandy are the joint absolute co-owner of 1/6th share of undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (2) Smt Gour Nandy and Smt Moumita Nandy are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Kr. Sahu are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft . (4) Smt Rimi Prasad and Smt Srabani Lodh are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(5) Smt Sarmistha Sen and Smt Piyali Basu are jointly the absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(6) Smt Deepa Dey is the absolute co-owner of 1/6th share of total undivided Bastu land more or less 12K- 10 Ch- 36Sq.ft, and the said all owners herein is in physical possession over the said bastu Land situated and lying at Mouza- Tentulberia, P.S. Sonarpur, Dist: South 24Parganas, Kolkata 700152.

AND WHEREAS now all the Owners herein (1) Smt Shukla Nandy and Sri Santunu Nandy, (2) Smt Gour Nandy and Smt Moumita Nandy, (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Kr. Sahu (4) Smt Rimi Prasad and Smt Srabani Lodh (5) Smt Sarmistha Sen and Smt Piyali Basu and (6) Smt Deepa Dey are jointly desirous of developing the said Bastu land

measuring 12 K-10Ch-36Sft more or less (as per physical measurement) details mentioned in Schedule "A" herein under.

AND WHEREAS thus (1) Smt Shukla Nandy and Sri Santunu Nandy are the joint absolute co-owner of 1/6th share of undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (2) Smt Gour Nandy and Smt Moumita Nandy are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Kr. Sahu are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft . (4) Smt Rimi Prasad and Smt Srabani Lodh are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(5) Smt Sarmistha Sen and Smt Piyali Basu are jointly the absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(6) Smt Deepa Dey as lawful undivided un-demarcated owners are jointly desirous of developing the said bastu land measuring 12K- 10 Ch- 36Sq.ft. more or less details mentioned in Schedule "A" herein under by doing construction several multi-storeyed building containing residential flat/s, parking space/s and shop/s as per plan.

AND WHEREAS thereafter the said (1) Smt Shukla Nandy and Sri Santunu Nandy are the joint absolute co-owner of 1/6th share of undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (2) Smt Gour Nandy and Smt Moumita Nandy are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft. (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Kr. Sahu are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft . (4) Smt Rimi Prasad and Smt Srabani Lodh are the joint absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(5) Smt Sarmistha Sen and Smt Piyali Basu are jointly the absolute co-owner of 1/6th share of total undivided bastu land more or less 12K- 10 Ch- 36Sq.ft.(6) Smt Deepa Dey are jointly entered into one Development Agreement on dated 8th day of May 2014, with "M/S. RAJLAKSHMI ENTERPRISE" a proprietorship firm, having its registered Office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, PS.:-Survey Park, Kolkata-700 075, represented by its Proprietor of Sri Tapas Kumar Ghosh (PAN-AGFPG5848M) to erect and or construct several buildings comprising several flats, parking

spaces and Shops at its own costs and expenses on the aforesaid Rayati Dhakhali Satta Bastu land measuring 12K- 10 Ch- 36Sq.ft, more or less under Mouza- Tentulberia, P.S. Sonarpur, Dist: South 24Parganas, Kolkata 700152 (fully describe at the First Schedule below) to dispose the same by way of sale to the intending purchaser or purchasers of the said flat/s parking space/s and shop/s to be constructed thereon by said "M/S. RAJLAKSHMI ENTERPRISE" therein mentioned in the development agreement as Promoter except owners' allocation as per agreement dated 8th May 2014 as per sanction plan obtained in their names and on behalf of the said OWNER'S from the Rajpur Sonarpur Municipality and the said Deed Of Development Agreement Registered on 8th May 2014 at D.S.R.-IV South 24-Parganas, recorded in Book no. -I, C.D. Volume No. 21, Pages from 1173 to 1202 being No. 03771 for the year 2014 and the Promoter has agreed and undertaken to build at its own costs the said building/s and in conformity with the plan sanctioned by the Rajpur Sonarpur Municipality, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats / parking spaces / or independent units/ shops comprised therein to the intending purchaser/s on such terms as it may deem fit on ownership basis.

The Promoter out of its own funds and of moneys received from the intending purchaser/s for constructing the building at the said premises more particularly described in First Schedule hereunder written and herein after called 'The said land' and on behalf of several purchasers, parties or nominees of the Promoter intending to acquire flats and/or units in the said building in accordance with the sanction of the Rajpur Sonarpur Municipality consisting of Ground plus four (G+III) storied comprising therein, several flats, and/or independent units /parking spaces/ shops of diverse areas with all amenities/ facilities therein.

1. The Promoter and the landowners herein the First Party have entered into agreement with purchaser/s and other persons for sale of flats/units/ parking spaces/shop and the right in the said individual proportionate share in land and building on ownership basis free from all encumbrances whatsoever. The First Part of this agreement has also agreed to convey

transfer the undivided and indivisible proportionate share or interest in the land to the purchaser or purchasers.

2. The Promoter, being the Third Part have agreed to sell and the purchaser/s hereof have agreed to purchase a flat/parking space/shop in the said new building and more fully described in Schedule 'B' hereunder written on ownership basis as herein mentioned together with proportionate undivided proportionate share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever.

AND WHEREAS the Confirming Party, on behalf of Owners obtained the sanctioned Building plan from the Rajpur Sonarpur Municipality Vide Approved Plan No. 55/CB/04/55 dated 18/09/2020, and as per the said sanction plan the said Promoter has started construction of G+III storied building together with car parking space on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed his/her/ their desire to sell out of all the flat / flats / car-parking space / car-parking spaces in the said premises.

AND WHEREAS the said building named or known as "GOKUL KUNJA".

AND WHEREAS the "Purchaser /s" being the Second Part hereof has / have taken inspection of the copies of the relevant title deeds and the approved Plans in respect of the said land and the building being constructed thereon and got satisfied about the title of the said land, and about the proposed building scheme and specification of the Promoter on the said land.

AND WHEREAS the Purchaser/s being so satisfied is/ are desirous of acquiring a Flat which is marked and identified as No. "....." on floor, measuring sq.ft. Carpet together with one Car Parking Space which is also marked and identified as No. "....." measuring carper area sq.ft. more or less on the Ground floor at BLOCK-__ at project "GOKUL KUNJA" (hereinafter referred to as " The said Flat and Car Parking Space") upon the terms and conditions hereinafter mentioned and offered Rs..... (Rupees only) as total consideration to which Third Part agreed.

NOW THIS DEED OF CONVEYANCE WITHNESSETH that in pursuance of the agreement for sale dated and in consideration of the sum of Rs..... (Rupeesonly) paid in full by the said Purchaser/s to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchaser/s his/her/their heirs, executors, administrators and assigns all that Rayati Dhakali Satta bastu land measuring 847.826 Sq.Mt equivalent to 12K-10Ch-36 Sq.Ft more or less under Mouza: Tentul Beria, Parganas: Medenmollah, C.S. Dag No. 983 under C.S. Khatian No. 50, J.L. No. 44, R.S. No.8, Touzi No. 271. R.S. Dag No. 1001 in R.S. Khatian No. 110, L.R. Dag No. 1017, L.R Khatian Nos. 3329, 3330, 3333, 3334, 3339, 3340, 3342, 3343, 3348, 3349, 3350 & 3351, Rajpur Sonarpur Municipality Ward No:- 4, Holding No. 861, Nabagram Panchpota, P.S.:- Sonarpur, District: 24 Parganas (South), Kolkata-700 152, and more fully described in the First Schedule hereunder.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchaser/s the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred , conveyed , assigned and assured at Rajpur -Sonarpur Municipality Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152, as aforesaid and more fully and particularly described in the Schedule hereunder written with full and free right and liberty for the said Purchaser/s their tenants, servants, agents, visitors, and all persons authorized by the said Purchaser/s from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchaser/s their heirs, successors in interest for the best use and enjoyment of the flat and car parking spaces as described in the second schedule hereunder together with all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right , title, interest, inheritance, use, trust,

possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof to have and to hold flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at Rajpur - Sonarpur Municipality Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152, hereby granted sold, transferred , conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers in the manner aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchaser/s their heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for them.

AND THAT THE PURCHASER/S DOTH HEREBY AGREED AND DECLARED as follows: -

1. The Purchaser/s have prior to the execution of this agreement made thorough search about the title of the said land as described in the First Schedule hereunder and they will not be entitled to make further investigation and / or objection to any matter relating to the title of the said premises building and plan.
2. The Purchaser/s had seen the plan and have got themselves satisfied regarding the construction of the said building and units therein and the measurement of the said flat and car parking space intended to be purchased by them and the mode of use and enjoyment thereof. Since the Purchasers had made thorough search and enquiry about the said premises and the said flat and car parking space and being fully satisfied about titles and facility / amenities the Purchasers shall hereof not be entitled to make further question and / or objection and / or make any claim or demand whatsoever against the party of the first part and the third part herein with regard thereof in future.

3. The Purchaser/s agreed to pay to the said party of the first part and the third part or her assigns as follows: -

a. Proportionate share with other flat owners jointly of Rajpur Sonarpur Municipality rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Premises No. / Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152, as laid down in Third Schedule hereunder written.

b. So long as the flat and car parking space sold to the Purchaser/s shall not be separately assessed proportionate share of both share of KMC taxes, all such other taxes, under any law, which may be imposed on the said entire building and the said premises.

c. The apportionment of liability of the Purchaser/s in respect of any item of expenses, taxes and / or outgoings payable by the Purchasers shall be determined by the said Vendors before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owner of the said building for the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchasers.

d. For the time being the Purchaser/s shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being their proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises No. / Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152, till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

THE PURCHASER/S CONVENANT WITH THE OTHER TWO PARTIES AS FOLLOWS: -

1. The Purchaser/s shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchaser/s in

respect of the said flat and car parking space sold to him/them till the said flat and car parking space are separately assessed and the proportionate share of Municipality rates and taxes, maintenance and services and outgoings payable in respect of the entire Premises No. /Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152.

2. The Purchaser/s shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.

3. The Purchaser/s shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to them or any part thereof.

4. The amount which is payable by the Purchaser/s to the party of the first part /society, monthly in every month in respect of the said flat and car parking space sold to them if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.

5. Save and except, the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchasers shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.

6. The Purchaser/s shall not object to any further construction addition and alterations by Owners in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Rajpur Sonarpur Municipality and purchaser/s also agreed that the developer will have every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchasers and the developer will have every right to change location, orientation , size and design of septic tanks, water reservoir , fire tanks , overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchasers and the developer, if desire to make / construct commercial unit at the unsold car parking space on the ground floor of the said building within their allocated portion and will have

the absolute right to enjoy / commercially exploit it without any objection / hindrance from the purchasers and the purchasers will have no right to file suits in any court of law , forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Promoter will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser / purchasers.

7. The Purchaser/s shall not make in the flat and car parking space hereby sold to them any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.

8. The Purchaser/s shall not use the common vacant space for stacking any materials thereon.

9. The Purchaser/s shall observe, perform and comply with all the rules and regulations which the maintenance committee or Associates or Society (that may be formed later on).

10. The Purchaser/s shall become compulsorily member of the Association or Committee or Society which may be formed or which may be brought into existence and also do all acts and things necessary to make such association or Committee or Society effective for the purpose for which they are created.

AND THAT THE PARTY OF THE FIRST PART AND THE THIRD PART DOTH HEREBY AGREE AND DECLARE AS FOLLOWS: -

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title , interest or inheritance into or upon the said flat and car parking space hereby granted, transferred, sold , conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts , deeds and things for further acts , deeds and things further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchasers their heirs , executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.

2. The party of the first part and the third part declare that the said Premises No. / Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152,

has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of nay Court or any other competent authority or authorities whatsoever.

3. That the Purchaser/s shall have every right to mutata her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Rajpur Sonarpur Municipality at his/their own cost and for the same, the First Party shall endorse and convey their consent or "No Objection", if required.

4. That the party of the first part and the third part shall co-operate with the Purchaser/s to arrange and install separate electric meter in the names of the purchaser/s from where the Purchasers shall enjoy the electricity for their said flat and car parking space purchased by him/her/them.

5. That the Purchaser/s shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and mortgage the same against consideration to any third party as per his/her/their own choice and discretion, saddled, of course with the duties and obligation contained herein.

6. That the Purchaser/s shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

-:THE FIRST SCHEDULE:-

(Description of the Property)

All that Rayati Dhakali Satta bastu land measuring 847.826 Sq.Mt equivalent to 12K-10Ch-36 Sq.Ft more or less under Mouza: Tentul Beria, Parganas: Medenmollah, C.S. Dag No. 983 under C.S. Khatian No. 50, J.L. No. 44, R.S. No.8, Touzi No. 271. R.S. Dag No. 1001 in R.S. Khatian No. 110, L.R. Dag No. 1017, L.R Khatian Nos. 3329, 3330, 3333, 3334, 3339, 3340, 3342, 3343, 3348, 3349, 3350 & 3351, Rajpur Sonarpur Municipality Ward No:- 4, Holding No. 861, Nabagram Panchpota, P.S.:- Sonarpur, District: 24 Parganas (South), Kolkata-700 152,.

The plan or map of the said land is annexed herewith and bordered with "Red Verge" and will be treated with the part of this agreement.

The land is butted and bounded in the following manner: -

ON THE NORTH : Land of Moni Das.
ON THE SOUTH : 16ft wide Municipality Road
ON THE WEST : Land of Sunil Das.
ON THE EAST : Vacant Land

: THE SECOND SCHEDULE - ABOVE REFERRED TO:-

(The Flat and car parking space hereby sold)

ALL THAT the said Flat No. "....." (Flooring - Vitrified Tiles) at floor of the building constructed at Holding No. 861, Nabagram Panchpota, P.S. Sonarpur, District - 24 Parganas (South), Kolkata-700152 comprising(.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) verandah measuringsq.ft. Carpet Area together with one Car Parking Space being No. "....." measuring sq.ft. Carpet Area more or less on the Ground floor Block-__ at Project "GOKUL KUNJA" as per enclosed layout / plan of the said flat and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Cost to be borne proportionate to the area of the Flat)

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding, decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipment in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light, pump, tube well and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.

4. Proportionate cost of insuring the said building against earth quake, fire, mob, damages and civil commotion etc.
5. The Proportionate share of Rajpur Sonarpur Municipality rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the KMC Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.
2. Septic Tank, underground and overhead water reservoirs along with the plumbing and Electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
3. Motor Pump and pump room in common areas of the said building.
4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main-water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.

5. Only general lighting of the common's portions shall be provided but the purchasers shall share electric consumption charges, proportionately.

6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building, water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchasers, proportionately.

N.B. :- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

IN WITNESS WHEREOF the Owners/ Vendors, the Purchasers and the Party of the Third Part hereto have set and subscribed their respective hands and seals on the day, month and year of first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:

WITNESSES: -

1)

SIG. OF THE FIRST PARTY (OWNERS)

2)

SIG. OF THE PRUCHASER/S

SIG.OF THE THIRD PARTY(PROMOTER)

Drafted by: Advocate

Typed by me:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser/s the within mentioned sum of Rs..... (Rupees only) by the undersigned as follows: -

Sl. No.	Amount(Rs.) No.	Cheque	Date	Bank
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TOTAL Rs.....

(Rupees only)

WITNESSES: -

1)

2)

SIG. OF THE PROMOTER

Typed by me:

For RAJLAKSHMI ENTERPRISE


Proprietor.