

DEED OF CONVEYANCE

District : **PaschimBardhaman**
Mouza : **Fuljhore**
Area of Flat : **Sq. Ft. [Carpet]**
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

Manishankar Builders Pvt. Ltd.



Director

THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ___, 2020

BETWEEN

(1) SRI SWAPAN ROYCHOWDHURY [PAN- ADGPR8504F] s/o Late Mahadev Ch. Roy, by faith Hindu, by occupation – Business, residing at 2/13, Nanda Lal Bithi, City Center, PS : City Center, Durgapur – 713216, Dist : Paschim Bardhaman;

(2) SRI DILIP KUMAR BARNWAL [PAN – AIWPB0991M]s/o Late Shankar Prasad Burnwal, by faith Hindu, by occupation – Business, residing at Sri Ram Park, Swapna Market, PS : New Township, Durgapur – 713206, Dist : Paschim Bardhaman;

(3) SMT SANGHAMITRA ROY[PAN- AGEPR2068P]w/o Sri Pranab Kumar Roy, by faith Hindu, by occupation – Business, residing at 2/25, Sarojini Naidu Path, Non-Company, City Center, PS : City Center, Durgapur – 713216, Dist : Paschim Bardhaman;

(4) AARIF PARWEZ [PAN – ASVPP6541J], s/o Abdul Rasid, by faith Muslim, by occupation – Business, residing at Plot No. 219(P), Iman Kalyan Sarani, Sec-2C, Bidhan Nagar, Durgapur – 713212, Dist : Paschim Bardhaman;

(5) SRI BHAKTI BHUSAN MONDAL [PAN – AEBPM4643L], s/o Late Dasurathi Mondal, by faith Hindu, by occupation – Business, residing at Plot 23/9, Bengal Ambuja City Center, PS : City Center, Durgapur – 713216, Dist : Paschim Bardhaman;

(6) SRI BIJAY KUMAR BHADANI [PAN – AHWPB5937A], s/o Late Bhimsen Bhadani, by faith Hindu, by occupation – Business, residing at Vidyasagar Pally, Benachity, PS : Durgapur, Durgapur – 713213, Dist : Paschim Bardhaman;

(7) SRI DHIRAJ MONDAL [PAN – AIDPM2141F], s/o Late Dharendra Nath Mondal, by faith Hindu, by occupation – Business, residing at Chatal, Guskara, P.S. Ausgram, District :Purba Bardhaman;

(8) SRI DILIP CHANDRA DAS [PAN – AGBOD5247L], s/o Late Prafulla Chandra Das, by faith Hindu, by occupation – Business, residing at D/292, Eigel Street, Bidhan Nagar, P.S. New Township, Durgapur – 713212, District :Paschim Bardhaman;

(9) KAZI AHAMMED HOSSAIN [PAN – AGCPK8507E], s/o Late Kazi MD Hossain, by faith Muslim, by occupation – Business, residing at Jamalpur District :Paschim Bardhaman;

(10) KAZI KOHINOOR BEGAM [PAN – AXVPK9915C], w/o Kazi Ahammed Hossain, by faith Muslim, by occupation – Business, residing at Village :Jamalpur, Post and PS : Jamalpur District : Paschim Bardhaman;

(11) SRI PRANAB KUMAR ROY [PAN - AGPER2067C], s/o Late Ramkrishna Roy, by faith Hindu, by occupation - Business, residing at 37 Baghajatin Path, Sail Cooperative, City Center, Durgapur - 713216, District : Paschim Bardhaman;

(12) SMT. RITA DEVI GUPTA [PAN - AHGPD0500K], w/o Late Ram Prasad Gupta by faith Hindu, by occupation - Business, residing East College Road, Raniganj, District :Paschim Bardhaman;

(13) SMT. RITIKA RANI GUPTA [PAN - BEYPG4614K], D/o Ram Prasad Gupta by faith Hindu, by occupation - Business, residing East College Road, Raniganj, District :Paschim Bardhaman; represent by their lawfully constituted attorney Partner of **MANISHANKAR BUILDERS PRIVATE LIMITED [Pan : AALCM9041R]**, having its registered office at House No. D-11, Yuri Gagarin Path, Bidhannagar, Durgapur - 713212, PS : New Township, Dist : Paschim Bardhaman, West Bengal, represented by their **DIRECTOR (1) Sri JOYDEB GHOSH [PAN - AKKPG3973C]** s/o Madan Ghosh, **(2) Smt SANCHITA MONDAL @ SANCHITA GHOSH [Pan No. BOTPM6272C]** wife of Sri Joydeb Ghosh both are by faith - Hindu, by occupation - business, by nationality : Indian, residing at RC-103, Gitanjali Park, Bengal Ambuja, City Center, PS : Durgapur, Durgapur - 713216 Dist : Paschim Bardhaman, West Bengal, **(3) Sri RAJESH SINGH [PAN - AZBPS9923J]** s/o Devendra Singh, by faith Hindu, by occupation : Business, by nationality : Indian, resident of Sri Ram Park, Near ABL Township, Post : ABL, Durgapur - 713206, District Paschim Bardhaman, **(4) Sri DILIP KUMAR BARNWAL [PAN - AIWPB0991M]** s/o Late Shankar Prasad Burnwal, by faith : Hindu, by occupation - Business, resident of Sri Ram Park, Swapna Market, PS : New Township, Durgapur - 713206, Paschim Bardhaman and the same has been duly registered before the **A.D.S.R. Durgapur Vide Power of Attorney Deed No. I-020600982 for the year 2019, Page No. 22734 to 22787, Volume No. 0206-2019** herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART** and the same has been duly registered before the **A.D.S.R. Durgapur Vide Development Agreement Deed No. I-020600465 for the year 2019, Serial No. 0206-2019, Page No. 11819 to 11892** herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

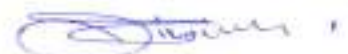
MANISHANKAR BUILDERS PRIVATE LIMITED [Pan : AALCM9041R], having its registered office at House No. D-11, Yuri Gagarin Path, Bidhannagar, Durgapur - 713212, PS : New Township, Dist : Paschim Bardhaman, West Bengal (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

Digitally signed by Sri Joydeb Ghosh

2023.08.17

AND

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Director

(1) _____ [PAN - _____] S/O, D/O, W/O _____, by faith- _____, by nationality _____, by Profession _____ (2) _____ [PAN - _____] S/O, D/O, W/O _____, by faith- _____, by nationality _____, by Profession _____, both are resident of _____, Post Office: _____, City:- _____, P.S.- _____, District:- _____, West Bengal, India, PIN _____, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

WHEREAS the schedule below landed property described in First Schedule below originally belonged **Atul Chandra Kesh, Bhusan Chandra Kesh, Satish Chandra Kesh** and their names duly mutated in RS and LR Records of right.

And Whereas **Satish Chandra Kesh** dies leaving behind his 7 sons namely Gouri Shankar Kesh, Provakar Kesh, Dibakar Kesh, Sudhakar Kesh, Rashomoy Kesh, Sukhamoy Kesh & Gunomay Kesh.

And thereafter **Gouri Shankar Kesh** died leaving behind 4 sons namely Banshi Dhari Kesh, Nirod Baran Kesh, Subodh Baran Kesh & Monojit Kesh

And later on **Pravakar Kesh** died leaving behind his 3 sons namely Niranjana Kesh, Debranjana Kesh & Rabindra Nath Kesh

And later on **Dibakar Kesh** died leaving behind his 4 sons namely Manoranjan Kesh, Mukti Ranjan Kesh, Kumud Ranjan Kesh & Biswanath Kesh

And said **Sudhakar Kesh** died leaving behind his only son Dwarika Nath Kesh and Rasamoy Kesh died leaving his only son Ashim Kesh and Gunamoy Kesh died leaving behind his wife Malati Kesh

And said **Atul Chandra Kesh** died leaving behind his sons namely Tapan Kesh and Shanti Kesh and daughter Bandana Das.

And Whereas **Bhusan Chandra Kesh** died leaving behind his two sons Mritunjoy Kesh and Dhananjay Kesh and Mritunjoy Kesh also died leaving behind his only son and Whereas after death of all ROR schedule described landed property developed upon their legal heirs and successors Banshi Dhari Kesh, Nirod Baran Kesh, Subodh Baran Kesh and Monojit Kesh, Niranjana Kesh, Debranjana Kesh & Rabindra Nath Kesh, Manoranjan Kesh, Mukti Ranjan Kesh, Kumud Ranjan Kesh, Biswanath Kesh, Dwarika Nath Kesh, Ashim Kesh, Malati Kesh, Tapan Kesh, Shanti Kesh, Bandana Das, Dhananjay Kesh & Damodar Kesh transferred the schedule described landed property measuring an area of 81.63 decimal by Regd. Deed of Sale being No. 1558 of 2013 in favour of their recorded BARGADAR namely Sk Fatik, Sk Babu & Madan Mohan Roy.

And thereafter Sk Fatik, Sk Babu and Madan Mohan Roy further transferred an area 81.63 decimals by way of sale being deed no. 1561 of 2013 in favour of (1) Bhakti Bhusan Mondal, (2) Sri Dhiraaj Mondal, (3) Sri Pranab Kumar Roy, (4) Smt. Sanghamitra Roy, (5) Sri Snehashis Chattaraj, (6) Sri Dilip Chandra Das, (7) Tarapada Mondal (8) Sri Swapan Banerjee (9) Sri Dilip Kumar Barnwal (10) Kazi Ahammed Hossain (11) Kazi

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Kohinoor Begam (12) Sri Swapan Roychowdhury (13) Smt. Rita Devi Gupta (14) Smt. Ritika Rani Gupta, (15) Pranab Mitra and their names duly mutated in LR Records of Right i.e. present land owners.

AND WHEREAS (1) Sri Tarapad Mondal (2) Sri Swapan Banerjee transferred an area of 10.99 decimal by Regd. Deed of Sale being no. 08087 of 2014 to (a) Dilip Chandra Das (b) Sri Bijay Kumar Bhadani and (c) Smt Rita Devi Gupta (d) Sri Snehashis Chattoraj, (e) Sri Pranab Mitra, (f) Sri Dilip Kumar Barnwal, (g) Kazi Ahammed Hossain, (h) Sri Pranab Kuamr Roy (i) Sanghamitra Roy and (j) Swapan Roy Chowdhury and their names duly mutated in L.R. Records of Right i.e. present landowners.

WHEREAS the schedule below landed property described in "Schedule below originally belonged (1) Sri Baidyanath Nayak and (2) Sri Ashim Kumar Nayak, (3) Sri Goutam Kumar Nayak and (4) Sri Ujjal Kumar Nayek and they transferred an area of 24.75 decimal by Regd. Deed of Sale being no. 3735 of 2014 of plot no. R.S. 225, L.R. 768 and Khatian No. R.S. 926, 382, 18 & 203 of Mouza - Fuljhore, J.L. No. 107 (Old - 82) within the limit of Durgapur Municipal Corporation to (1) Sri Swapan Roychowdhury, (2) Sri Dilip Kumar Barnwal, (3) Sri Snehashis Chattoraj, (4) Smt. Sanghamitra Ry, (5) Aarif Parwez, (6) Sri Bhakti Bhusan Mondal, (7) Sri Bijoy Kumar Bhadani, (8) Sri Dhiraj Mondal, (9) Sri Dilip Chandra Das, (10) Kazi Ahammed Hossain, (11) Kazi Kohinoor Begam, (12) Sri Pranab Kumar Roy, (13) Sri Pranab Mitra, (14) Smt. Rita Devi Gupta, (15) Smt. Ritika Rani Gupta and their names duly mutated in L.R. Records in of Right i.e. present landowners.

AND WHEREAS the schedule below landed property described in " Schedule below originally belonged (1) Sri Baidyanath Nayak and (2) Ashim Kumar Nayak and (3) Sri Goutam Kumar Nayak and (4) Sri Ujjal Kumar Nayak and they transferred an area of 24.75 decimal by Regd. Deed of Sale being No. I-3736 of 2014 of Plot No. R.S. 225, L.R. 768 and Khatian No. R.S. 926, 382, 18 & 203 of Mouza Phuljhore in favour of (1) Sri Swapan Roychowdhury, (2) Sri Dilip Kumar Barnwal, (3) Sri Snehashis Chattoraj, (4) Smt. Sangamitra Roy, (4) Aarif Parwez, (6) Sri Bhakti Bhusan Mondal, (7) Sri Bijoy Kumar Bhadani, (8) Sri Dhiraj Mondal, (9) Sri Dilip Chandra Das, (10) Kazi Ahammed Hossain, (11) Kazi Kohinoor Begam, (12) Sri Pranab Kumar Roy, (13) Sri Pranab Mitra, (14) Smt. Rita Devi Gupta, (15) Smt. Ritika Rani Gupta and their names duly mutated L.R. Record of Right I.

AND WHEREAS the schedule below landed property described in "Schedule schedule below originally belonged (1) Sri Baidyanath Nayak (2) Sri Ashim Kumar Nayak (3) Sri Goutam Kumar Nayak (4) Sri Ujjal Kumar Nayak and they transferred as area of 25 decimal by Regd. Deed of Sale being no. 5437 of 2014 of Plot No. R.S. 225, L.R. 768 and Khatian No. R.S. 926, 382, 18 & 203 of Mouza : Fuljhore, in favour of (1) Sri Swapan Roychowdhury, (2) Sri Snehashis Chattoraj, (3) Smt. Sanghamitra Roy, (4) Aarif Parwez, (5) Sri Bhakti Bhusan Mondal, (6) Sri Bijoy Kumar Bhadani, (7) Sri Dhiraj Mondal, (8) Sri Dilip Chandra Das, (9) Kazi Ahmmed Hossain, (10) Sri Pranab Kumar Roy, (12) Sri

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Pranab Mitra, (13) Smt. Rita Devi Gupta, (14) Smt. Ritika Rani Gupta and their names duly in L.R. records of Right.

AND WHEREAS the schedule below landed property described in "Schedule below originally belongs (1) Sri Baidyanath Nayak and (2) Sri Ashim Kumar Nayak, (3) Sri Goutam kumar Nayak, (4) Sri Ujjal Kumar Nayak transferred an area of 20.50 decimal by Regd. Deed of Sale being No. 05438 of 2014 of Plot No. R.S. 225, L.R. 768 and Khatian No. R.S. 926, 382, 18 & 203 of Mouza - Fuljhore, JL No. 107 (Old 82) in favour or (1) Sri Swapan Roychowdhury, (2) Sri Snehashis Chatteraj, (3) Smt. Sanghamitra Roy, (4) Aarif Parwez, (5) Sri Bhakti Bhusan Mondal, (6) Sri Bijoy Kumar Bhadani, (7) Sri Dhiraj Mondal, (8) Sri Dilip Chandra Das, (9) Kazi Ahammed Hossain, (10) Kazi Kohinoor Begam, (11) Sri Pranab Kumar Roy, (12) Smt. Rita Devi Gupta, (13) Smt. Ritika Rani Gupta and their names duly mutated in L.R. Records of Right.

AND WHEREAS the schedule below landed property described in "Schedule below originally belongs to (1) Sri Pranab Mitra (2) Sri Snehasish Chatteraj and their names duly mutated in L.R. Records of Right which acquired by way of purchase vided deed no. 1561 of 2013, 3735 of 2014, 3736 of 2014, 5437 of 2014, 5438 of 2014 & 8087 of 2014 jointly with present purchasers and they transferred their share as per said deeds as well as L.R. Records of right vide sale deed No. 432 of 2019 in favour of present landowners.

AND WHEREAS Sri Swapan Roy Chowdhury own and possess by way of purchase measuring 14.074 decimal of schedule below plot.

AND WHEREAS Sri Dilip Kumar Barnwal own and possess by way of purchase measuring 10.846 decimal of schedule below plots.

AND WHEREAS Smt. Sanghamitra Roy own and possess by way of purchase measuring 14.074 decimal of schedule below plots.

AND WHEREAS Aarif Parwez own and possess by way of purchase measuring 8.425 decimal of schedule below plots.

AND WHEREAS Sri Bhakti Bhusan Mondal own and possess by way of purchase measuring 13.133 decimal of schedule below plots

AND WHEREAS Bijoy Kumar Bhadani own and possess by way of purchase measuring 9.366 decimal of schedule below plots.

AND WHEREAS Sri Dhiraj Mondal own and possess by way of purchase measuring 13.133 decimal of schedule below plots.

AND WHEREAS Sri Dilip Chandra Das own and possess by way of purchase measuring 14.074 decimal of schedule below plots.

AND WHEREAS Kazi Kohinoor Begam own and possess by way of purchase measuring 13.133 decimal of schedule below plots.

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AND WHEREAS Sri Pranab Kumar Roy own and possess by way of purchase measuring 14.081 decimal of schedule below plots.

AND WHEREAS Smt. Rita Devi Gupta own and possess by way of purchase measuring 14.074 decimal of schedule below plots.

AND WHEREAS Smt. Ritika Rani Gupta own and possess by way of purchase measuring 13.133 decimal of schedule below plots.

District – Paschim Bardhaman more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises as owners thereof free from all encumbrances whatsoever.

WHERE AS 165.62 Decimal (One Hundred Sixty Five point Sixty Two) decimal or 100.20 29.342 Cottah more or less comprising within appertaining to RS Plot No. 217, 225, LR Plot No. 597, 598, , LR Khatian No. 5992, 5984, 6006, 6009, 6106, 6105, 6010, 5993, 5986, 5985, 6008, 5991, 5990, PS : New Township, Mouza : Fuljhore, J.L. No. 107 (old 82) under Durgapur Municipal Corporation, transfer by become owner of the aforementioned land as per law of inheritance and they mutated their name in L.R.R.O.R. and entered into a Development Agreement with **MANISHANKAR BUILDERS PRIVATE LIMITED [PAN : AALCM9041R]** vide Development Agreement deed No- I-020600465 for the year 2019, Page No. 11819 to 11892, Volume No. 0206-2019 and execute a Development power of attorney in favour of **MANISHANKAR BUILDERS PRIVATE LIMITED** and execute a Development power of attorney in favour of **MANISHANKAR BUILDERS PRIVATE LIMITED**, Vide Power of Attorney deed No. 020600982 for the year 2019, Volume Number 0206-2019, Page from 22734 to 22787 of the A.D.S.R. Durgapur, West Bengal

AND WHEREAS the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+10 storied building as per **Building Plan No. CB/403/19 20-21 Date : 30/06/2020**

AND WHERE AS the purchaser being interested to purchase a flat in the " **SRI KRISHNA KUNJ RESIDENCY**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of **Rs. (Rupees**
) only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-_____ , on the (___) _____ Floor** having **Carpet Area of (_____) Square Feet with / without a medium size Car Parking space** at " **SRI KRISHNA KUNJ RESIDENCY** " at **Fuljhore** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both

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floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed.

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., FARIDPUR-DURGAPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **165.62 Decimal (One Hundred Sixty Five point Sixty Two) decimal or 100.20 29.342 Cottah** more or less comprising within appertaining to RS Plot No. 217, 225, LR Plot No. 597, 598, , LR Khatian No. 5992, 5984, 6006, 6009, 6106, 6105, 6010, 5993, 5986, 5985, 6008, 5991, 5990, PS : New Township, Mouza : Fuljhore, J.L. No. 107 (old 82) under Durgapur Municipal Corporation, under the jurisdiction of DURGAPUR MUNICIPAL CORPORATION Dist-Burdwan presently Paschim Bardhaman

BUTTED AND BOUNDED BY:

ON THE NORTH : Drain

ON THE SOUTH : Dr. B.C. Roy Engineering College

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ON THE EAST : Vacant Land
ON THE WEST : 100 ft. wide Fuljhore to Jemua Road

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on ____ Floor, measuring (____) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part – II of the schedule – Three hereunder).

PART-II

(Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.
2. Corridors of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore (Save inside any unit).
3. Drains & Swears of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore (Save inside any unit).
4. Exterior walls of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.
5. Electrical wiring and Fittings of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore (Save inside any unit).
6. Overhead Water Tanks of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.
7. Water Pipes of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.
8. Lift Well, Stair head Room, Lift Machineries of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.
9. Pump and Motor of "**SRI KRISHNA KUNJ RESIDENCY**" at Fuljhore.

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PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "SRI KRISHNA KUNJ RESIDENCY" at Fuljhore
2. Drains & Sewages of "SRI KRISHNA KUNJ RESIDENCY" at Fuljhore (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "SRI KRISHNA KUNJ RESIDENCY" at Fuljhore.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;

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- c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
 - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
 - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
 - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be

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herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. _____ (Rupees _____) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Manishankar Builders Pvt. Ltd.



Director

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

Sri DILIP KUMAR BARNWAL as a constituted Attorney of Sri Swapan Roychowdhury, Sri Dilip Kumar Barnwal, Smt. Sanghamitra Roy, Aarif Parwez, Sri Bhakti Bhusan Mondal, Sri Bijay Kumar Bhadani, Sri Dhiraj Mondal, Sri Dilip Chandra Das, Kazi Ahammed Hossain, Sri Pranab Kumar Roy, Smt Rita Devi Gupta, Smt. Ritika Rani Gupta

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

SIGNED AND DELIVERED
By the Developer (S)

Manishankar Builders Pvt. Ltd.


Director

SIGNED AND DELIVERED
By the PURCHASER (S)

Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction

Manishankar Builders Pvt. Ltd.



Director