

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the

day of

, Two Thousand and Twenty Five (2025)

BETWEEN

SILVERVILLAREALTORSPRIVATELIMITED(PAN:AAGCP3066Q)

a company incorporated under Companies Act, 1956 and having its registered office at P-890, Lake Town Block A, first floor, P.O. & P.S. Lake Town, Kolkata-700089, District–North24Parganas, duly represented by its Director **SRI SANJAY KANSAL,(PAN: ACKPA0003H, Aadhaar No.7270 6500 5794)** son of Late Mahabir Prasad Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, residing at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, hereinafter called and referred to as the “**OWNER/VENDOR**” (which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest and/or assigns) of the **ONE PART.**

AND

MR.TARUNKUMARPAUL,(PAN-AFTPP4539B&AadhaarNo.

857690694417)sonofLateN.C. Paul,agedabout 50years,residingat 430, Sahid Hemanta Kumar Bose Sarani, Mothijheel, Kolkata, West Bengal– 700074,hereinaftercalledandreferredtoasthe**PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

RECITALSPA
RT – A

That the Governor of the state of West Bengal had sold, transferred and conveyed a plot of land measuring about 2 Cottahs 7 chittacks 18 sq. ft. lying and situated at Mouza - Patipukur, J.L. No. 24, plot no. 808A. of the development Scheme of the Government of West Bengal under Patipukur Township, under C.S. plot No. 40, P.S. Dum Dum now Lake Town, District 24 Parganas - now North 24 Parganas unto and in favour of Suresh Chandra Kundu by deed of conveyance dated 25th day of March, 1963 duly registered before the Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 40, pages 129 to 133, being no. 2637 for the year 1963 for a valuable consideration thereof free from all sorts of encumbrances.

That the said Suresh Chandra Kundu became the sole and absolute owner and seized and possessed of/or otherwise well and sufficiently entitled to inter-alia ALL THAT piece or parcel of land measuring about 2 Cottahs 7 chittacks 18 sq. ft. lying and situated -- at Mouza Patipukur, J.L. No. 24, plot no. 808A, of the development Scheme of the Government of West Bengal under Patipukur Township, under C.S. plot No. 40, P.S. Dum Dum now Lake Town, District 24 Parganas now North 24 Parganas and enjoying the right, title and interest thereof free from all sorts of encumbrances.

That the said Suresh Chandra Kundu recorded his name before South Dum Dum Municipality being Municipal Holding No. 731, Lake Town and constructed two storied building upon the said plot of land.

That the said Suresh Chandra Kundu died intestate on 16.12.1997 and leaving behind him surviving his wife namely Niva Rani Kundu and three sons namely Ranjan Kundu, Nayan Kundu and Kalyan Kundu and one daughter namely Kalpana Kundu as his legal heirs and successors of the said deceased Suresh Chandra Kundu.

That the said Niva Rai Kundu, Ranjan Kundu, Nayan Kundu, Kalyan Kundu and Kalpana Kundu recorded their names before South Dum Dum Municipality being Municipal Holding No. 1327, previously 731, Lake Town, Block -A, Kolkata 700 089 and pay -rates and taxes regularly before the concern authority.

That the said Niva Rani Kundu died intestate on 07.07.2004 and leaving behind her surviving her three sons namely Ranjan Kundu,

Nayan Kundu and Kalyan Kundu and one daughter namely Kalpana Kundu as her legal heirs and successors of the said deceased Niva Rani Kundu.

That the said Ranjan Kundu, Nayan Kundu, Kalyan Kundu and Kalpana Kundu became the joint owners and seized and possessed of/ or otherwise well and sufficiently entitled to inter-alia **ALL THAT** piece or parcel of land measuring about 2 Cottahs 7 Chittacks 18 sq. ft. along with two storied building measuring about 800 sq. ft. on the ground floor and 800 sq. ft. on the first floor totaling 1600 sq. ft. lying and situated at Mouza - Patipukur, J.L. no. 24, Plot No. 808A, of the development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, LR PLOT NO- 812, being municipal Holding No. 1327 previously 731, Lake Town Block 'A', under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas and enjoying the right, title and interest thereof free from all sorts of encumbrances (hereinafter referred to as the **Said Part-A Land**).

Part-B

The Governor of the state of West Bengal sold, transferred and conveyed a plot of land measuring about 1 Cottah 7 chittacks 43 sq. ft. lying and situated at Mouza Patipukur, J.L. No. 24, plot no. 812A, of the development Scheme of the Government of West Bengal under Patipukur Dum Dum now Lake Town, District 24 Parganas now Township, P.S. North 24 Parganas unto and in favour of Bina Chatterjee alias Binapani Chatterjee by a deed of conveyance duly registered before the Sub Registrar Cossipore Dum Dum for the year 1963 for a valuable consideration thereof free from all sorts of encumbrances.

That the said Bina Chatterjee alias Binapani Chatterjee became the sole and absolute owner and seized and possessed of/ or otherwise well and sufficiently entitled to inter-alia ALL THAT piece or parcel of land measuring about 1 Cottah 7 chittacks 43 sq. ft. lying and situated at Mouza Patipukur, J.L. No. 24, plot no. 812A, of the development Scheme of the Government of West Bengal under Patipukur Township, P.S. Dum Dum now Lake Town, District 24 Parganas now North 24 Parganas and enjoying the right, title and interest thereof free from all sorts of encumbrances.

That the said Bina Chatterjee alias Binapani Chatterjee recorded her name before South Dum Dum Municipality and constructed two storied building upon the said plot of land.

That the said Bina Chatterjee alias Binapani Chatterjee died intestate on 11.05.1999 and leaving behind her surviving her husband namely Anil Kumar Chatterjee and three sons namely Sunil Kumar Chatterjee, Badal Kumar Chatterjee, and one daughter in law Smt. Chandra Chatterjee wife of Swapan Chatterjee (Swapan Chatterjee son of Bina Chatterjee alias Binapani Chatterjee predeceased him 10.06.1997) as her legal heirs and successors of the said deceased Bina Chatterjee alias Binapani Chatterjee.

That the said Anil Kumar Chatterjee died intestate on 09.12.2005 and leaving behind him surviving his two sons namely Sunil Kumar Chatterjee and Badal Kumar Chatterjee and one daughter in law Smt. Chandra Chatterjee wife of Swapan Chatterjee as his legal heirs and successors of the said deceased Anil Kumar Chatterjee.

That the said Sunil Kumar Chatterjee died intestate on 12.09.2011 and his wife namely Ranu Chatterjee died intestate on 01.10.2011 and leaving behind their only daughter Smt. Mahua Chatterjee Ghosh as their legal heirs and successors of the said deceased namely Sunil Kumar Chatterjee and Ranu Chatterjee.

That the said Badal Kumar Chatterjee died intestate on 05.09.2008 and his wife namely Aparajita Chatterjee died intestate on 07.10.2015 and leaving behind their only son Amlan Chatterjee, as their legal heirs and successors of the said deceased namely Badal Kumar Chatterjee and Aparajita Chatterjee.

That the said Mahua Chatterjee Ghosh, Amlan Chatterjee and Smt. Chandra Chatterjee became the joint owners and seized and possessed of/ or otherwise well and sufficiently entitled to inter-alia **ALL THAT** piece or parcel of land measuring about 1 Cottahs 7 Chittacks 43 sq. ft. along with two storied building measuring about 800 sq. ft. on the ground floor and 800 sq. ft. on the first floor totaling 1600 sq. ft. lying and situated at Mouza Patipukur, J.L. no. 24, Plot No. 812A, of the development Scheme of the Government of West Bengal under Patipukur Township, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas and

enjoying the right, title and interest thereof free from all sorts of encumbrances.

That the Mahua Chatterjee Ghosh, Amlan Chatterjee and Smt. Chandra Chatterjee being the joint owners and seized and -possessed of/or otherwise well and sufficiently entitled had sold, transferred and conveyed the same **ALL THAT** piece or parcel of land measuring about **1 Cottahs 7 Chittacks 43 sq. ft.** along with two storied building measuring about 800sq.ft. on the ground floor and 800sq.ft. on the first floor totaling 1600sq.ft. lying and situated at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the development Scheme of the Government of West Bengal under Patipukur Township, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata 700 089, P.S. Dum Dum now Lake Town. District North 24 Parganas unto and in favour of Silver Villa Constructions Private Limited by a deed of Conveyance dated 15th of March duly registered in the office of the ADSRB Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 1504-2023, page 23627 to 23663, being no. 150400569 for the year 2023 against a valuable consideration thereof free from all sorts of encumbrances (hereinafter referred to as the **Said Part-B Land**)

Amalgamation and Mutation [Part-A and Part-B Land]

That by virtue of a Deed of Declaration Cum Amalgamation dated 01-08-2023 said (1) SRIRANJANKUNDU, (2) SRINAYANKUNDU, (3) SRI KALYANKUNDU, (4) SMT. KALPANAKUNDU duly represented by their Constituted Attorney namely **SILVERVILLAREALTORS PVT LTD** and (5) SILVERVILLA CONSTRUCTIONS PRIVATE LIMITED, its director namely SRI SANJAY KANSAL as owners therein duly amalgamated their respective Part-A and Part-B land equal to total amalgamated **ALL THAT** piece or parcel of land measuring about 3 Cottahs 15 Chittacks 16 sq.ft. along with two storied cemented flooring residential building measuring about 1600sq.ft. on the ground floor & 1600sq. ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO-812 situated at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the Development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas (hereinafter referred to as the **Said Property**). The said Deed was duly registered in the office of D.S.R. -II

North 24 Parganas and recorded in Book No. I, Volume No. 1502-2023, Pages 158932 to 158960, being No. 150205999 for the year 2023 and thereafter they also mutated their names in the records of South Dum Dum Municipality and paid taxes thereon upto 2nd qtr. 2023-2024 with respect to amalgamated holding no. 1334.

AND WHEREAS the said SILVERVILLAREALTORS PRIVATE LIMITED &

OTHERS, the owner/vendor herein, recorded their names before South Dum Dum Municipality and pay rates and taxes regularly before concerned authority.

AND WHEREAS the said SILVERVILLAREALTORS PRIVATE LIMITED &

OTHERS, the Owner/Vendor herein has obtained a building Sanction Vide Plan No. 1209 dated 28.08.2024 for G+VII storied building from the office of the South Dum Dum Municipality for the said construction, erection, development, building and upon the said landed property being **ALL THAT** piece or parcel of land measuring about **3 Cottahs 15 Chittacks 16 sqft** along with two storied cemented flooring residential building measuring about 1600 sq.ft. on the ground floor & 1600 sq.ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO - 812 situated at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the Development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata - 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas, more fully and particularly mentioned, explained, enumerated, described and provided at and under the **SECOND SCHEDULE** hereunder written and/or given.

AND WHEREAS the Purchaser hereof having been satisfied with the free and unencumbered title of the Owner/Vendor herein as per documents produced before them and also being satisfied with the construction, erection, promotion, building and development of the said building/s lying erected and/or situated and lying at and upon and/or a part and parcel of the said **ALL THAT** piece or parcel of land measuring about **3 Cottahs 15 Chittacks 16 sqft** along with two storied cemented flooring residential building measuring about 1600sq.ft. on the ground floor & 1600sq.ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO - 812 situated at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the Development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata - 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas, more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SECOND SCHEDULE** hereunder written and/or given and offered to the Owner/ Vendor herein a proposal for purchasing, owning, occupying, seizing and possessing the **SEVENTH SCHEDULE** property hereunder written and/or given being **ALL THAT** one self contained residential flat, being **Flat No. 7A**, measuring about **706 Sq.ft. carpet area** area more or less, on the **Seventh Floor** along with one common parking area and parking number measuring about **120 sqft** on ground floor of the building namely **SILVER ORCHID** together with the proportionate share of land along with the other easement rights and other thereof and/or to

usethecommonareasandcommonpartsforatotalpriceof
Rs.60,00,000/-(RupeesSixtyLakhs)only.

AND WHEREAS the Owner/Vendor herein as aforesaid accepted the proposal of the Purchaser herein and agreed to sell, convey, alienate, grant, demise, devise and provide the said **ALL THAT** one self contained residential flat, being **Flat No.7A**, measuring about **706Sq.ft. carpet area** area more or less, on the **Seventh Floor** along with one common parking area and parking number measuring about **120 sqft**on ground floor of the building namely **SILVER ORCHID**, together with the proportionate share of land and the right of the common areas, common parts, benefits, amenities on the said **ALL THAT** piece or parcel of land measuring about **3 Cottahs 15 Chittacks 16 sqft**along with two storied cemented flooring residential buildingmeasuringabout1600sq.ft.onthegroundfloor&1600sq.ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO - 812 situated at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the Development Scheme of the Government of West Bengal under Patipukur Township, on theportionofC.S.PlotNo.40,beingPremisesNo.812A,LakeTownBlock 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata - 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas, for a total price of **Rs.60,00,000/- (Rupees Sixty Lakhs)** only, more fully and particularly described in the **SEVENTH SCHEDULE** hereunder written and/or given free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitionswhatsoeverwithoutanyinterference,disturbanceand

obstruction whatever from any person whomsoever and corner and manner whatever.

I. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of the agreement and in consideration of the sum of **Rs.60,00,000/- (Rupees Sixty Lakhs)** only paid by the Purchaser herein to the Owner/Vendor Party herein the receipt whereof the Owner/Vendor herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the from the payment of the same and every part thereof the Owner/Vendor herein and the herein forever release discharge and acquit the Purchaser herein the said share and the properties and rights and appurtenant thereto and the Owner/Vendor herein and the doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser herein **ALL THAT** the undivided impartible proportionate share in the land contained under the **SECOND SCHEDULE** hereunder written and/or given together with the **SEVENTH SCHEDULE** hereunder written and/or given and to use the common areas more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-Owner and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenant thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other right hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owner/Vendor herein and the into or upon the said share and the

properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchaser herein free from all sorts of encumbrances, trusts, liens, lis pendens and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/Flat and the undivided impartible proportionate share by the Purchaser herein and the co-Owner as mentioned under the **FIFTH SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchaser paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/Flat and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereunder written and/or given.

II. **THE OWNER/VENDOR PARTY HEREIN DO TH**
HEREBY COVENANT WITH THE PURCHASER HEREIN AS FOLLOW

S:-

- A. The interest which the Owner/Vendor herein and the do hereby profess to transfer, subsists and that Owner/Vendor herein and the has the sole right full power and absolute authority to grant sell,

- convey, transfer, assign and assure unto the Purchaser herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
- B. It shall be lawful for the Purchaser herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the or the Owner/Vendor herein or any person or persons claiming through under or in trust for the Owner/Vendor herein or the unless otherwise expressly mentioned herein **AND** freed and declared from and against all manner of encumbrances, trusts, liens, lis pendens, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.
- C. The Owner/ Vendor herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchaser herein and in the manner aforesaid.
- D. The Owner/Vendor herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to

time and at all times hereafter upon reasonable request and the costs of the Purchaser herein produce or cause to be produced to the Purchaser herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deed of the premises (which are present in the possession of Owner/Vendor herein) and also shall at the like request and costs of the Purchaser herein deliver to the Purchaser herein such attested or other copies or extracts therefrom as the Purchaser herein may require and shall in the meantime keep the same safe unobliterated and un-cancelled.

- E. The Owner/Vendor herein undertakes to make all reasonable and best efforts to obtain the Occupancy Certificate from the Office of the South Dum Dum Municipality prior to handing over possession of the flats to the respective Allottees, in accordance with the applicable provisions of RERA and other governing laws.

III. THE PURCHASER HEREIN DO TH HEREBY COVENANT WITH OWNER/ VENDOR AS FOLLOWS :

To observe fulfill and perform the covenant hereunder written and/or under the sale agreements save those thereof as have already been observed fulfilled and performed but and those described under the **SIXTH SCHEDULE** hereunder written and/or given and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/Flat wholly and the common areas proportionately and all other outgoings in connection with the said Unit/Flat wholly and the building and particularly the common areas proportionately and the common expenses.

IV. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY
AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:**

- A. The said Unit/Flat in terms hereof shall be considered completed and tenantable and vacant possession thereof shall be delivered by the Owner/Vendor herein and the with the execution of these presents to the Purchaser herein.
- B. The Purchaser herein neither has nor shall claim from the Owner/Vendor herein and/or the other co-Owner any right title or interest in any other part or portion of the land and building **SAVE** the said share and the properties and rights appurtenant thereto and the said Unit/Flat and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO

ASSOCIATION : Shall mean a limited company society syndicate or Association of the co-Owner to be promoted for the common purposes.

COMMON AREAS : Shall mean all the common areas, facilities, amenities exactions, constructions and installations to comprised in the premises and/or the building more fully mentioned under the **THIRD SCHEDULE** hereunder written and/or given and expressed and/or intended by the Owner/Vendor for common use and enjoyment by the co-Owner.

COMMON EXPENSES : Shall include all outgoings and expenses to be incurred by the co-Owner for the maintenance management and upkeep of the building and the premises and/or expenses for the common purposes and those mentioned in the **FOURTH SCHEDULE** hereto but excluding those for the inner portion of the Unit/Flat.

COMMON PURPOSES : Shall mean the purpose of managing and maintaining the building and the premises and in particular areas, collection and disturbances of the common expenses and dealing with the matters of common interest of the co-Owner and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Unit/Flat exclusively and the common areas in common.

CO-OWNER: Shall according to its context, mean all the person (and the Purchaser) who have acquired or agreed to acquire or own Unit/Flat in the building, and the Owner for those Unit/Flat not alienated or agreed to be alienated.

LAND: Shall mean the land comprised in the premises.

MAP: Shall mean the plans of the premises and the said Unit/Flat.

BUILDING: shall mean the buildings as has been and/or constructed on the premises by the Owner/Vendor herein, whatsoever the case may be.

PREMISES: Shall mean **ALL THAT** piece or parcel of land measuring about **3 Cottahs 15 Chittacks 16 sqft** along with two storied cemented flooring residential building measuring about 1600 sq. ft. on the ground floor & 1600 sq. ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO-812 situated at Mouza Patipukur, J.L.No.24, Plot No.812A,

of the Development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, being Premises No.812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata - 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas constructed and/or erected at and upon the same and/or a part thereof more fully and particularly described under the **SECOND SCHEDULE** hereunder written and/or given and shall include the other building/s thereon, wherever the context so permits.

PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE

SHARE: Shall according to its context mean where it refers to the share of any co-Owner in the premises or the common areas or the common expenses such proportionate share as the super built area of the Unit/Flat of such co-Owner be in proportions to the total super built up areas of all the Unit/Flat in the building as has been and/or be constructed for time to time PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the common expenses, then such share shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area rental income or user, then the same shall be shared on the basis of area rental income of the respective Unit/Flat by the co-Owner, respectively.

PURCHASER: Shall mean and include -

- a) If they be individual then their respective heirs, executors, administrators, legal representatives, nominee or nominees and/or assigns.

- b) If it be a Hindu Undivided family, then its members for the time being and their respective heirs, executors, administrators legal representatives and/or assigns.

SAID UNIT/FLAT: Shall mean the portion of the building described under the **SEVENTH SCHEDULE** hereunder written and/or given.

UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE: Shall mean the (with the part that the percent) undivided proportionate share in the land the common areas contained in the premises and/or the building, which shall always be impartible.

UNIT/FLAT: Shall mean the s constructed in the building intended and/or occupied by any co-Owner.

NOTE:

1. Singular shall include plural and vice-versa.
2. Masculine gender shall include female and nature gender and vice-versa.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

ALL THAT piece or parcel of land measuring about **3 Cottahs 15 Chittacks 16 sqft** along with two storied cemented flooring residential building measuring about 1600 sq. ft. on the ground floor & 1600 sq. ft. on the first floor totaling 3200 sq. ft. lying and LR PLOT NO-812 situated

at Mouza Patipukur, J.L. No. 24, Plot No. 812A, of the Development Scheme of the Government of West Bengal under Patipukur Township, on the portion of C.S. Plot No. 40, being Premises No. 812A, Lake Town Block 'A', being municipal Holding No. 1334, Lake Town, under Ward No. 30 within the limit of South Dum Dum Municipality, Kolkata - 700089, P.S. Dum Dum now Lake Town, District North 24 Parganas which is butted and bounded in the manner following that is to say:-

ON THE NORTH:	By 12ft. wide Road;
ON THE SOUTH:	By Other Plot;
ON THE EAST:	By Other Plot;
ON THE WEST:	By Other Plot;

THE THIRD SCHEDULE ABOVE REFERRED TO (THE COMMON AREAS)

1. Staircases on all the floors pertaining to the residential sections.
2. Staircases and landing on all floors and the roof.
3. Common lobby/passage on each floor to the residential portions.
4. Tube-well.
5. Water pump, water tank, pipe connection and other common plumbing installation.
6. Drains Sewerages and all fittings and fixture of sanitary matters adjoining to the septic tank.
7. Pump house.
8. Meter Room.

9. Main gates and boundary walls.
10. Electrical equipment such as transformers (if needed to be set) electric wirings in the common place Generators and other fittings.
11. Underground water reservoir and its fittings.
12. **Lift and Lift room.**

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES)

- 1) All costs of maintenance, operating, replacement, repairing, while washing, painting, decorating, re-decorating, rebuilding, reconstruction and lighting of the common areas of the building and the outer walls.
- 2) The salaries of all persons employed for the common purposes, and durwan/s, security personals, sweepers, plumbers, electricians, administrators etc., if any.
- 3) Insurance premium for insuring the building, if any.
- 4) All charges and deposits for supplies of common utilities to the Co-Owner in common.
- 5) Municipal tax, Multi-storied building tax, water tax and other levies in respect of the land and the buildings save those separately assessed on the Purchaser.
- 6) Costs of formation and operation of the Association.
- 7) Costs of running, maintenance, repairs and replacement pumps and other common installations and their fees, taxes and other levies (if any).
- 8) Electricity charges for the electrical energy/consumed for the operation of the common services.

- 9) All litigation expenses incurred for the common purposes.
- 10) All other expenses, taxes, rates and other levies etc. as are deemed by the said Owner/Vendor herein to be necessary or incidental or liable to be paid by the co-Owner in common and such amount as he fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(E A S E M E N T S)

The co-Owner shall allow to each other, the original Owner and the Association, upon its formation the following rights, easements, quasi-easements, privileges, and/or appurtenances.

- i) The right of all common passages, user and movement in all the common areas.
- ii) The right of passages of utilities, and , connection for telephs, television, pipes, cables etc. through each and every part of the building, and the said Unit/Flat.
- iii) Right of support, shelter and protection of each portion of the building by other and or others thereof.
- iv) The absolute unfettered and unencumbered right over the common areas **SUBJECT TO** the terms and conditions herein contained.
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said share and the properties and rights appurtenant thereto and/or the said Unit/Flat.

THE SIXTH SCHEDULE ABOVE REFERRED TO (COVENANTS)

1. TITLE AND CONSTRUCTION:

1.1 The Purchaser herein have examined the plans and the title of the premises the common areas and the facilities amenities fixtures and fittings provided or being provided in the building and the said Unit/Flat and have fully satisfied himself with regard thereto and the nature scope and extent of the benefits rights and interests provided to the Purchaser herein.

2. MUTATION TAXES AND IMPOSITIONS:

2.1 The Purchaser herein shall apply for and have the said Unit/Flat and the said share and the properties and rights, appurtenant thereto separately assessed for the purpose of assessment of South Dum Dum Municipality rates and taxes if and in so far as the same are tenable in law and shall also apply for and obtain mutation of his name as Purchaser herein and/or Co-Owner in the relevant South Dum Dum Municipality and other records.

2.1.1. In case the Purchaser herein fail to have such mutation or separation made despite being called upon to do so by the said Owner/Vendor herein the Association upon its formation then and in such event the Owner/Vendor herein or the Association shall be entitled to have the same effected at the costs and expenses of the Purchaser herein.

2.2 Until such time as the said Unit/Flat and the said share and the properties and rights appurtenant thereto be separately assessed and/or mutated in respect of South Dum Dum Municipality rates, taxes and impositions the Purchaser herein bear and pay to the

- Owner/Vendor or to the Association upon its formation such portions such Municipal Corporation rates, taxes and imposition as be advised by the advocates having regard to the area, rental income and/or user of the said Unit/Flat and the properties and rights appurtenant thereto from time to time keeping in view the laws then prevailing.
- 2.2.1 Upon the separation and/or mutation of the said Unit/Flat and the said share and the properties and rights appurtenant thereto for the purpose of assessment the liability of Municipal Corporation rates taxes and impositions the Purchaser herein shall pay wholly such tax or imposition in respect thereof.
- 2.3 Besides the amount of such South Dum Dum Municipality rates taxes and impositions the Purchaser herein shall also bear and pay all other taxes and imposition and land revenue surcharges multi-storied building tax of any Urban land and Land tax if any, betterment fees water tax, etc in respect of the building proportionately and the said Unit/Flat and the said share and the properties and rights appurtenant thereto wholly.
- 2.4 Besides the amount of all such taxes and impositions the Purchaser herein shall also be liable to pay the share of the penalty, interest costs charges and expenses for and in respect of all or any of such rates taxes, impositions and outgoings, proportionately or wholly as the case may be.
3. **TITLE DEEDS :**
- 3.1 The original title Deed/s and Document/s of the premises shall always remain in the custody of the said Owner/ Vendor herein and/or the Association herein respectively and the Purchaser

herein shall be entitled to take inspection and extract at his own costs as aforesaid.

4. PAYMENTS AND DEPOSITS TOWARD TAXES AND IMPOSITIONS AND THE COMMON EXPENSES;

4.1 The Purchaser herein shall regularly and punctually pay the proportionate share of the common expenses.

4.2 All amounts to be deposited by the Purchaser herein in pursuance hereof and/or under the sale agreement shall be utilized only for the purpose for which the same has been made **SUBJECT HOWEVER** to be other provisions hereof.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(THE SAID UNIT/FLAT)

ALL THAT one self contained residential flat, being **ALL THAT** one self contained residential flat, being **Flat No. 7A**, measuring about **706 Sq.ft.**

carpet area area more or less, on the **Seventh Floor** along with one common parking area and parking number measuring about **120 sqft** on ground floor of the

building namely **SILVER ORCHID**, together with the proportionate share of land as mentioned under the **SECOND SCHEDULE** hereunder written

and/or given and further together with the proportionate share in the common parts and portions, common rights, facilities, utilities, amenities

liabilities, common parts and portions, stair case and sanitary tank etc.

together with permanent hereditary and absolute right to use and

occupation together with all right of easements and quasi-easements,

services and facilities attached thereof. The said schedule property has

been delineated in the map or plan annexed with this Deed and has been marked with “**RED**” boundary coloured and the said map or plan is to be treated as the part of this Deed.

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

EXECUTED AND DELIVERED by the **OWNER/VENDOR** herein at Kolkata in the presence at:

WITNESS:

1.

**SIGNATURE OF THE OWNER
/VENDOR**

2.

SIGNATURE OF THE PURCHASERS

Drafted by me :

UTTAM KUMAR SINGH

Advocate

Sealdah Court Complex

Room No. 101, first floor,

Kolkata-700014

Enrolment No. F/26/199/07

RECEIPT

RECEIVED of and from the within-named Purchaser within mentioned sum towards the consideration for sale of the said share and the properties and rights appurtenant thereto in the land and other rights and the said Units/Flats more fully and particularly enumerated under the **SEVENTH SCHEDULE** hereunderwritten and/or given in pursuance of the sum of **Rs. 60,00,000/- (Rupees Sixty Lakhs)** only.

MEMO OF CONSIDERATION

Date	Cheque No	Drawn Bank	Amount (Rs.)
		TOTAL	60,00,000/-

(Rupees Sixty Lakhs) only

WITNESSES :

1.

**SIGNATURE OF THE OWNER
/VENDOR**

2.