

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., 202.....

For SURAKHA CONSTRUCTION
Sumeth Doshi
Partner
Partner

BETWEEN

(1) **SRI BIPLAB MONDAL** (PAN : GAKPM4315J, Aadhaar No. 436028964781), and (2) **SRI BIKASH MONDAL** (PAN : GAWPM3803D , Aadhaar No. 663914644532), both sons of Late Paresh Mondal, both by Nationality - Indian, both by faith - Hindu, both by occupation - Business, both residing at Garagachha, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, hereinafter called and referred to as the **"VENDORS/ LAND OWNERS"** (which terms or expressions shall, unless excluded by or repugnant the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by their true and lawful constituted Attorney, **SURAKHA CONSTRUCTION** (PAN : ACGFS2283P), a partnership firm having its office at Surakha Apartment, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR** (PAN : AQQPS5976F), son Late Mahim Sardar, (2) **SRI SAMIR SARDAR** (PAN : DOBPS7793A), son of Sri Surath Sardar, both Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084.

For SURAKHA CONSTRUCTION
Surath Sardar
Partner Partner

AND

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a partnership firm having its office at Surakha Apartment, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Late Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, hereinafter called referred to as the **"DEVELOPER/ CONFIRMING PARTY"** (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART.**

A N D

1) (PAN :), wife/son of and 2) (PAN :), wife/son of, both by Nationality - Indian, by faith -, by occupation - and respectively, both residing at, P.O.-, P.S.-, Dist.-, Mobile No.; hereinafter called and referred to as the **"PURCHASERS"** (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/ or assigns) of the **THIRD PART.**

For SURAKHA CONSTRUCTION

Sumita Saha

Partner

Partner

The Land Owners, Developer and Purchasers shall hereinafter collectively be referred to as the "parties" and individually as a "party".

A. DEFINITIONS - For the purpose of this Deed of Conveyance, unless the context otherwise requires -

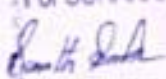
(a) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;

(b) **ASSOCIATION** - shall mean an Association of Purchasers in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

(c) **CARPET AREA** - shall means the net usable floor area of an apartment excluding the area covered by the external walls, area under services. Shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(d) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s)/ which exclusively comprise a part of the Apartment, (iii) the niches, Cup Board and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect.

(e) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.

For SURAKHA CONSTRUCTION

Partner Partner

(f) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**SURAKHA RESIDENCY - 3**", containing several independent and self-contained flats/apartments, parking spaces and other constructed areas;

(g) **APARTMENT** - shall mean Flat No., TypeBHK, containing Sq.ft. super built up area, be the same a little more or less, on the side in the Floor and right to park a medium size 4 wheeler car in the dependable medium size car parking space in the Ground Floor of the project known as "**SURAKHA RESIDENCY - 3**" (hereinafter called the 'unit') more fully and particularly described in the **Second Schedule** hereunder written together with the prorate share in the Common Areas and the Common Installations to be used in common with the other purchasers;

(h) **CONSIDERATION MONEY** - shall mean total price of the aforesaid apartment/ unit.

(i) **COMMON AREAS AND INSTALLATIONS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;

(j) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Purchasers as mentioned in the **Part - I of the Third Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the purchasers specifically described in the Fourth Schedule;

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Partner

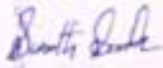
Partner

(k) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

(l) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having **Building Permit No. 92/CB/01/04 dated 20.09.2021** duly sanctioned by the Rajpur- Sonarpur Municipality for construction of residential Project comprising of one block having Ground + Three storied consisting of self contained independent apartments, and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as **"SURAKHA RESIDENCY - 3"**.

(m) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as **"SURAKHA RESIDENCY - 3"** comprising of self contained independent apartments, and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.

(n) **SAID LAND - ALL THAT** piece and parcel of **Bastu Land** measuring **more or less 8 decimals**, be the same a little more or less, lying situated at **Holding No. 648, Locality/ Street : Garagachha**, Ward No. 01 of the Rajpur-Sonarpur Municipality and comprised in **L.R. Dag No. 269 appertaining to L.R. Khatian Nos. 589 & 590** corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084, more fully and particularly described in the **First Schedule** hereunder written.

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Partner Partner

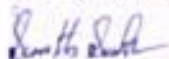
(o) **SAID SHARE** - shall mean undivided proportionate indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Purchaser(s).

(p) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

B. INTERPRETATION

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed of Conveyance;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of Deed of Conveyance; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

For SURAKHA CONSTRUCTION



Partner

Partner

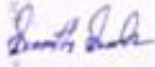
C. Description of ownership :

WHEREAS one Parsesh Mondal, son of Late Jogendranath Mondal of Garagachha was the recorded raiyat of **8 decimals shali land in L.R. Dag No. 269 appertaining to L.R. Khatian No. 106 corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084** inter alia other plots of land of Mouza - Garagachha.

AND WHEREAS by and under a Deed of Gift registered at the office of the D.S.R.-IV, Alipore, South 24 Parganas and recorded in its Book No. I, CD Volume No. 20, Pages 3380 to 3389, Being No. 06070 for the year 2012 said Paresh Mondal gifted the aforesaid **8 decimals shali land** in favour of his two sons, **Biplab Mondal and Bikash Mondal, the land owners herein.**

AND WHEREAS Biplab Mondal and Bikash Mondal, the land owners herein accepting the aforesaid Gift Deed had been in possession and enjoyment of the aforesaid property without any hindrance and encumbrance. And they got mutated their names in respect of the said property in the department of B.L.&L.R.O., Sonarpur, South 24 Parganas and the said property is recorded in L.R.R.O.R. as **8 decimals shali land in L.R. Dag No. 269 appertaining to L.R. Khatian Nos. 589 & 590** corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084.

AND WHAREAS during possession and enjoyment of the said property the said Biplab Mondal and Bikash Mondal, the land owners herein jointly got mutated their names in respect of the said property in the assessment record of the Rajpru - Sonarpur Municipality and since then the said property identified as **Holding No. 648, Locality/ Street : Garagachha, Ward No. 01 of the Rajpur-Sonarpur Municipality.**

For SURAXHA CONSTRUCTION

Partner Partner

AND WHEREAS the land Owners entered into a **Development Agreement** with the developer herein on **18/02/2021** which was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. 1, Volume No. 1629-2021, Pages from 45658 to 45699, **Being No. 162901106** for the year **2021** for construction of Apartment Ownership Building upon the aforesaid premises specifically mentioned in the First Schedule hereunder written at the cost and expenses of the developer with several terms and conditions as contained therein and the land owners also granted **Development Power of Attorney** for construction of building upon the aforesaid premises and to sell developer's allocation in the said building and the said Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. 1, Volume No. 1629-2021, Pages from 45700 to 45723, **Being No. 162901113** for the year **2021** and hand over vacant possession in favour of the developer for construction of building in terms of the Development Agreement and by strength of the said Power of Attorney.

AND WHEREAS the developer herein has been in construction work of G+III storied apartment ownership building being named as "**SURAKHA RESIDENCY- 3**" upon the aforesaid premises as per **approved building plan vide No. 92/CB/01/04 dated 20.09.2021** from the authority of the Rajpur-Sonarpur Municipality.

AND WHEREAS in the mean time the developer change the character of the property from Shali to Bastu from the department of B.L.&L.R.O., Sonarpur South 24 Parganas vide Memo No. 41/Conv/1205/BLR-SNP/22 dt. 20/04/2022 and Memo No. 41/Conv/1207/BLR-SNP/22 dt. 20/04/2022.

AND WHEREAS The Land Owners subsequently entered into supplementary agreement with the Developer on 10th day of February, 2022 in connection with the aforesaid Development Agreement for sale of owners' allocation entirely of the said building "**SURAKHA RESIDENCY - 3**" at the stipulated price and as such the developer is liable to pay the owners the stipulated amount of money as per the terms and conditions stated in the said

For SURAKHA CONSTRUCTION

Sanjay Kumar

Partner

supplementary agreements and the Developer is entitled to sell each and every part of the building alongwith undivided proportionate share in land, common parts, portions, facilities and amenities.

AND WHEREAS in pursuance of the said Development agreements dated 18/02/2021 and aforesaid supplementary agreement dated 10/02/2022 and by strength of the aforesaid Power of Attorney for Development after registration of Development Agreement the developer is entitled to sell **Flat No., TypeBHK, containing Sq.ft. super built up area, be the same a little more or less, on the South-East side in the Floor** and right to park a medium size 4 wheeler car in the **dependable medium size car parking space in the Ground Floor of the project known as "SURAKHA RESIDENCY - 3"** (hereinafter called the 'unit') along with undivided proportionate share in land, common parts/ portions, facilities and amenities at the said premises and the developer has absolute right to sell, transfer the same to any person or persons of its/ their choice and to receive entire sale proceeds.

AND WHEREAS the purchasers being desirous of purchasing and/ or owning the said apartment being **Flat No., TypeBHK, containing Sq.ft. super built up area, be the same a little more or less, on the South-East side in the Floor** and right to park a medium size 4 wheeler car in the **dependable medium size car parking space in the Ground Floor of the project known as "SURAKHA RESIDENCY - 3"** upon the aforesaid premises more particularly described in the Second Schedule hereunder written including common interest in the common areas and installations of the building together with undivided proportionate share in land underneath the building comprised in the said premises attributable to the said unit have approached to the developer to purchase the same at total consideration money being sum of **Rs./- (Rupees only)** and the developer has accepted the same and in respect thereof the parties hereto enter into an Agreement for Sale on 20.....

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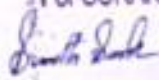
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Partner

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NOW THIS INDENTURE WITNESSETH as follows :

- I. That in pursuance of the said Agreement for Sale dated, **20.....** and in consideration of total sum of **Rs./- (Rupees only)** paid by the Purchasers to the Developer time to time for the cost of the said Unit and the rights and properties appurtenant thereto, the Developer/ Confirming Party by memo of receipt hereunder admits and acknowledges the same and the vendors and the developer forever release, discharge, acquit and exonerate the purchasers the property hereby granted, transferred and conveyed. The vendors doth hereby grant, sell, convey, transfer, assign and assure all rights related to the property and the Developer/Confirming party hereby confirms the same unto and in favour of the Purchasers ALL THAT apartment being **Flat No., TypeBHK, containing Sq.ft. super built up area, be the same a little more or less, on the South-East side in the Floor** and right to park a medium size 4 wheeler car in the **dependable medium size car parking space in the Ground Floor of the project known as "SURAKHA RESIDENCY - 3"** specifically described in the FIRST SCHEDULE hereto TOGETHER WITH undivided proportionate share or interest in land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in PART - I and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate right, title, and/ or interest of the Vendors and the Developer in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner or former or other rights, liberties,

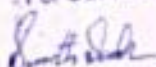
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privileges, appendages and appurtenances thereto the easements and/ or quasi-easement and other stipulations and/ or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively called "the property") free from all encumbrances and/ or alienation, whatsoever **TO HAVE AND TO HOLD** the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, The Rajpur-Sonarapur Municipality or any other concerned authorities and subject to the condition that the said flat will be used only for residential purpose and the parking shall use only for parking car.

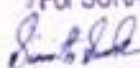
II. THE VENDORS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows :-

- i) That the interest which the vendors hereby professes to transfer, subsists and the vendors have good right, title, full power and absolute authority to grant, sell, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the developer hereby confirms the same unto and in favour of the purchasers absolutely and forever.
- ii) That there is no Statutory, Judicial and/ or quasi Judicial restrictions which may prevent the vendors and the Developer from transferring and/ or conveying the said unit and rights and properties appurtenant thereto to the purchasers which is free from all encumbrances.

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- iii) That the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property i.e. the said unit and the rights and properties appurtenant thereto or any part or portion thereof can or may be impeached, encumbered or affected in title.
- iv) That the property i.e. the said unit, the undivided proportionate share in land and the rights and interest appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debottar, trusts, made or suffered by the Vendors or any person or persons arising or lawfully, rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendors.
- v) That the purchasers shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the property and also enjoy the facilities commonly with other owners in respect of common areas in the building and every part thereof and/or receive the rents, issue and profits therefrom without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendors or any person or persons lawfully claiming or to claim through, under or in trust for the vendors and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors.
- vi) That the Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make, doth acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and in favour of the purchasers.

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Partner

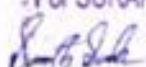
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- vii) That the purchasers shall hereafter have the right to get mutated their name in the record of the Rajpur-Sonarpur Municipality, in the record of rights of the Department of Land and Land Reforms or any other authority or authorities concerned as the absolute owners' of the said unit and rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the said unit, rights and properties appurtenant thereto.
- viii) That the purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in the Third Schedule.
- ix) That the purchasers shall have the right, full power and absolute authority to grant, sell, convey, transfer, assign, assure, mortgage, gift, Lease, License or let out the said unit and the rights and properties appurtenant thereto of his choice.
- x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors and the developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers or at any hearing, suit, in commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendors and/ or the developer, as the case may be, keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such documents for alienating and/ or encumbering the said unit, rights and properties in any manner whatsoever.

For SURAKHA CONSTRUCTION
Shamita Datta
Partner Partner

III. THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows :-

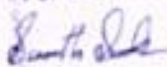
- i) The purchasers shall observe, fulfill and perform all the covenants written hereinbefore and hereinafter including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the Fourth Schedule hereunder written.
- ii) Upon separation and/ or mutation of the said unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates, taxes and impositions the purchasers shall pay such rates, taxes and impositions as may be assessed in respect of the said unit and the rights and properties appurtenant thereto directly to the Rajpur-Sonarpur Municipality.
- iii) That until such time the said unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the purchasers shall deposit the same to the developer; until the Association is formed by the Developer and for taking over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, maintenance shall be deposited to the Developer.
- iv) That the Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax, Urban Land Revenue, if any water tax etc. in respect of the building proportionately.

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- v) That the Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with his obligations hereunder convening the payment and/or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Developer to the Purchasers.
- vi) The purchasers hereby undertake to enter into Association of flat owners' of the building appurtenant for the purpose of proper management, control of the building, common parts and portions and do all acts, deeds and things as may be necessary or expedient for the common purposes, the purchasers shall co-operate with the other owners of the Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- vii) The purchasers shall at their own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside the said flat and shall keep the said flat and every part thereof, fixtures and fittings therein or exclusively for the said flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place of residence or any other lawful purposes.

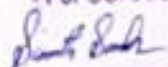
IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASERS shall not

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof as per the approved building plan.

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- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and/ or occupants of the other portions of the said building and/ or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- vii) claim any partition or sub-division of the said land or the common parts.
- viii) obstruct the Developer and its surveyors or agents at all reasonable time and upon 24 hours previous notice in writing to the Purchasers to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within seven days of such notice the repairs/ defects should be made good.
- ix) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities of any manner, save and except the unit for residential purpose.

For SURAXHA CONSTRUCTION

Partner Partner

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL THAT piece and parcel of **Bastu Land** measuring **8 decimals**, be the same a little more or less, lying situated at **Holding No. 648, Locality/ Street : Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality and comprised in **L.R. Dag No. 269 appertaining to L.R. Khatian Nos. 589 & 590** corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084 which is butted and bounded as follows : -

ON THE NORTH : Plot of R.S. Dag No. 246.

ON THE SOUTH : 12 feet wide Road.

ON THE EAST : 13'-2" wide road (connected with Garagachha Patuli Link Road).

ON THE WEST : Remaining land of R.S. Dag No. 245.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Apartment/ Unit)

ALL THAT a self-containedBHK residential flat having flooring consisting with Bedroom, Kitchen, Dining/Living, Toilets, W.C. and Balcony being identify as **Flat No., TypeBHK, containing Sq.ft. Super Built-Up or Sq.ft. Carpet or Sq.ft. Build-Up area, be the same a little more or less, on the side in the Floor** and right to park a medium size 4 wheeler car in the **dependable medium size car parking space** in the **Ground Floor of the project known as "SURAKHA RESIDENCY - 3"** together with undivided proportionate share in land attributable thereto,

For SURAKHA CONSTRUCTION

[Signature]

Partner

Partner

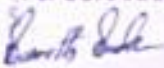
along with common areas and facilities at the said premises as mentioned in the First Schedule hereinabove written at **Premises/ Holding No. 648, Locality/ Street : Garagachha**, Ward No. 01 of the Rajpur-Sonarpur Municipality, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084. The said flat is shown, delineated and depicted with RED verge line in the floor plan annexed herewith which is deemed to be a part and parcel of this indenture.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part - I

(Common Areas & Facilities)

1. Stair case and landings on all floors;
2. Lobby on all the floors and open space of the building, main gate to ingress and egress;
3. Water pump, water pipe, reservoirs, overhead water tank, underground water reservoir and other common plumbing installation etc.
4. Drainage and sewerage;
5. Pump room, electric meter room;
6. Roof, Chillacottaha, Parapet Wall;
7. Boundary walls and Main Gate.
8. Lift, Lift Room, Lift shafts;
9. Such other common facilities specified by the Developer expressly to be the common parts of the said building.

For SURAKHA CONSTRUCTION

Partner Partner

Part - II
(The Easement)

1. The right in common with other purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other purchasers to get electricity, water connection from and to any other Unit or common parts through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(i.e. the common expenses and maintenance of the Building)

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earch-quake, lightening, riot, damage etc,
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.
5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.
6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

IN WITNESS WHEREOF the parties hereto have put and subscribe their respective hands and seals on the day, month and year first above written in sound mind and sound body without any influence by any body having had knowledge of the content of the Deed.

Signed, Sealed and Delivered
in the presence of following
WITNESSES :

1.

As the constituted attorney for Biplab
Mondal & Bikash Mondal

**SIGNATURE OF THE
VENDORS/LAND OWNERS**

2.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

Drafted and prepared by -

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB/91/05.

SIGNATURE OF THE PURCHASERS

For SURAKHA CONSTRUCTION
Samar Das
Partner Partner

MEMO OF CONSIDERATION

Received with thanks the within mentioned total sum of **Rs./-**
(Rupees only) being the full amount of consideration
money from the within mentioned Purchasers in the following manner -

Particulars	Amount (in Rs.)
Total	/-

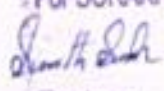
(Rupees only)

WITNESSES :

1.

2.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

For SURAKHA CONSTRUCTION

Partner Partner