

DEED OF CONVEYANCE

Date: / /

Nature of Document : **DEED OF CONVEYANCE**

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

OWNER : Mr. SARIFUL ANAM MOLLA (PAN NO-BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-9831921323), SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O-GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT-SOUTH 24 PARGANAS, represented by his Constituted Attorney, executed and registered General Power of Attorney dated **17TH NOVEMBER 2022** in favour of Mr. **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278),** a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666),** son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, registered at the Office of A.D.S.R.GARIA, South 24 Parganas, and recorded in the Book No. I, Volume No. 1629 TO

2022, Pages From 197082 to 197095, being No. 162906549, for the year 2022, hereinafter called the 'OWNER' of the ONE PART.

AND

PURCHASER : , hereinafter called 'the PURCHASER of the SECOND PART.

AND

DEVELOPER: NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278), a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666),** son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, hereinafter called the **DEVELOPER** of the **THIRD PART.**

Subject of Conveyance:

Transfer of said flat and Appurtenances:

Said Flat: ALL THAT piece and parcel of one facing Residential Flat No.,having super built up area Sq. Ft. more or less on Floor with

Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C of the G+IV Storied Building named as "**KAMAL APARTMENT**" lying or situated at Mouza-

Kumrakhali, J.L.No-48, R.S.No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarpur Municipality, Ward No-27, Holding No-306, Street Name- Kumrakhali-3, Police Station-Narendrapur, Kolkata-700103, Road Zone- N.S.C.Bose Road, District-South 24 Parganas, represented by its sole proprietor Mr. **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278)**, Son Of **SUBID ALI MOLLA**, sole proprietor of Mr. **NASIR ALI MOLLA**, Promoter of the proposed project named “**KAMAL APARTMENT**” lying or situated at Mouza- Kumrakhali, J.L.No-48, R.S.No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarpur Municipality, Ward No-27, Holding No-306, Street Name- Kumrakhali-3, Police Station-Narendrapur, Kolkata-700103, Road Zone- N.S.C.Bose Road, District- South 24 Parganas, morefully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAID PROPERTY).

Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common

areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Background:

Ownership of the Landowners: By virtue of the events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

WHEREAS one Mahabub Ali Molla was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring 4 Cottah 3 Chittaks 34.2 Sq. Ft. Or 7 Decimal in Mouza Kumrakhali, J.L No-48, R.S.Dag No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarapur Municipality, ward No-27, Holding No-306, Street Name- Kumrakhali-3, police Station- Narendrapur, (Previously Sonarpur), Kolkata-700103, Road Zone- N.S.C Bose Road, District- South 24 Parganas. Unto and in favour of **Mahabub Ali Molla, the land owner herein** by virtue of a deed of Conveyance dated 05.10.1953, S.R.Baruipur and

recorded in Book No-I, Vol-76, Pages- 65 To 69, Being No. /
Deed No- 7035 for the Year 1953.

WHEREAS said Mahabub Ali Molla died on **22.12.2011** the mentioned two sons namely **1) Riakat Anam Molla, 2) Sariful Anam Molla** are only legal heirs of Said Mahabub Ali Molla of Same Land Mouza Kumrakhali, J.L No-48, R.S.Dag No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarapur Municipality, ward No-27, Holding No-306, Street Name- Kumrakhali-3, police Station- Narendrapur, (Previously Sonarpur), Kolkata-700103, Road Zone- N.S.C Bose Road, District- South 24 Parganas.

WHEREAS one Riakat Anam Molla transferred / Gift of conveyance **ALL THAT** piece and parcel his Share of land Mouza Kumrakhali, J.L No-48, R.S.Dag No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarapur Municipality, ward No-27, Holding No-306, Street Name- Kumrakhali-3, police Station- Narendrapur,

(Previously Sonarpur), Kolkata-700103, Road Zone- N.S.C Bose Road, District- South 24 Parganas unto and favour Of **Sariful Anam Molla, The Land Owner herein** by virtue of a Deed Of Gift dated 19.08.2014, Book No-I, C.D.Volume No- 18, Pages 5121 To 5131, Being No- 08918 for the year 2014.

WHEREAS by virtue of the aforesaid Two Deeds and Legal heirs, the land owner herein become the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 4 cottah 3 chittaks 34.2 Sq. Ft. Or 7 Decimal in Mouza Kumrakhali, J.L No-48, R.S.Dag No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarpur Municipality, ward No-27, Holding No-306, Street Name- Kumrakhali-3, police Station- Narendrapur, (Previously Sonarpur), Kolkata-700103, Road Zone- N.S.C Bose Road, District- South 24 Parganas.

WHEREAS the land Owner herein duly mutated his name **(SARIFUL ANAM MOLLA)** in the office Of Rajpur-Sonarpur

Municipality, Being Holding No-306, Street Name- Kumrakhali-3, ward No-27 and also mutated his name in the office of the B.L. & L.R.O, Sonarpur, Being L.R.Dag No-1593, L.R.Khatian No-3045 and since then the land owner herein seized and possessed the same without any obstruction from any corner.

AND WHEREAS the Owner/First Party has sanctioned a building plan from the Rajpur- Sonarpur Municipality, being sanction Plan No. **SWS-OBPAS/2207/2023/1513** dated **26-07-2023** for construction of a G+IV storied building over the Schedule "A" land.

DEVELOPMENT AGREEMENT:

Said Land owner, **Mr. SARIFUL ANAM MOLLA (PAN NO-BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-9831921323)**, SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O-GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT-SOUTH 24 PARGANAS, entered into a Development Agreement, on dated **17TH NOVEMBER 2022** with **Mr. NASIR ALI MOLLA**, a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District

South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666)**, son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the A.D.S.R. Garia, South 24 Parganas, and recorded in the Book No. I, being No. 162906547, for the year 2022.

GENERAL POWER OF ATTORNEY:-

The said land owner **Mr. SARIFUL ANAM MOLLA (PAN NO- BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-9831921323)**, SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O- GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT- SOUTH 24 PARGANAS, execute a Development Power of Attorney after Registered Development Agreement dated 17.11.2022 and registered in the office of D.S.R. Garia, South 24 Parganas, and recorded in the Book No. I, Volume No. 1629to 2022, Pages From 197082 to 197095, being No. 162906549, for the year 2022 appointing the said **Mr. NASIR ALI MOLLA**, a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI**

MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666), son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, as his Constituted Attorney.

SUPPLEMENTARY DEVELOPMENT AGREEMENT:

Said Land owner, **Mr. SARIFUL ANAM MOLLA (PAN NO- BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-9831921323)**, SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O- GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT- SOUTH 24 PARGANAS also execute a Supplementary Development Agreement, on dated with **NASIR ALI MOLLA**, a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666)**, son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.- &P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, the Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the A.D.S.R. Garia, South 24 Parganas and recorded in Book No.

I, Volume No., Pages From To,
being No. for the Year 2024.

BOUNDARY DECLARATION FOR K.M.C:

Thereafter the said **Mr. SARIFUL ANAM MOLLA (PAN NO- BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-9831921323)**, SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O- GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT- SOUTH 24 PARGANAS, being represented by his constitute attorney **NASIR ALI MOLLA**, a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO- BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666)**, son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata- 700103, District South 24 Parganas, registered One Boundary Declaration for R.S.M, which was duly registered on dated 16/03/2023 in the office of A.D.S.R. Garia, South 24 Parganas, and recorded in the Book No. I, Volume No. 1629 to 2023, Pages From 32776 to 32785, being No. 162901116, for the year 2023.

MUNICIPALITY DEED OF GIFT (CORNER/SPLAYED):

Mr. SARIFUL ANAM MOLLA (PAN NO- BDAPM4675H, AADHAR NO- 8014-5821-5904, MOBILE NO-

9831921323), SON OF LATE MAHABUB ALI MOLLA, by faith: Islam, RESIDING AT DAKSHIN FARTABAD, P.O-GARIA, P.S-NARENDRAPUR, KOLKATA-700084, DISTRICT-SOUTH 24 PARGANAS, being represented by his constitute attorney **NASIR ALI MOLLA**, a sole Proprietorship Firm, having its registered office at 406, UTTAR KUMRAKHALI, P.O.-&P.S.-Narendrapur, Kolkata-700103, District South 24 Parganas represented by its sole proprietor **NASIR ALI MOLLA, (PAN NO-BELPM5450C, Aadhar No- 6235 2165 8278, Mobile No- 9163969666)**, son of Subid Ali Molla , by faith- Islam, by occupation- Business, residing at Uttar Kumrakhali, P.O.-&P.S.- Narendrapur, Kolkata-700103, District South 24 Parganas, also execute One Declaration (Common Passage), which was duly registered on dated in the office of A.D.S.R. Garia, South 24 Parganas, and recorded in the Book No. I, Volume No., Pages From to, being No., for the year

PLAN SANCTION:

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its sanction Building Plan No. **SWS-OBPAS/2207/2023/1513** dated **26-07-2023** for construction of a G+IV Storied Building over the said premises sanctioned by the Rajpur-Sonarpur Municipality.

Construction of Building: The said Developer is constructing a multi-storeyed building namely **“KAMAL APARTMENT”** known

the said land more fully described in the FIRST SCHEDULE hereunder written.

SUPER BUILT UP AREA: Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT: Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said **"KAMAL APARTMENT"**, the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the SECOND SCHEDULE hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE : The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending **SALE** : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in Purchasers).

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated , the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being

satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS : Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the purchaser the flat together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as **“KAMAL APARTMENT”** with the Common Portions of

the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs./- (Rupees..... Only) the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in

PURCHASER'S COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Kolkata Municipal Corporation) of **"KAMAL APARTMENT"** and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope

and extent of benefit or interest in the **“KAMAL APARTMENT”**, Common Portions and the Building Common Portions.

2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.

3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **“KAMAL APARTMENT”** and/or with regard to formation of maintenance organization/association for the **“KAMAL APARTMENT”**, after handing over possession of the Apartment.

4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the **“KAMAL APARTMENT”**.

5) The **“KAMAL APARTMENT”**, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **“KAMAL APARTMENT”**.

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and

maintenance of **“KAMAL APARTMENT”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“KAMAL APARTMENT”** Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“KAMAL APARTMENT”** will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any

unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the **“KAMAL APARTMENT”** in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

POSSESSION: The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

OBLIGATION OF THE PURCHASER/S : On and from the Date of Possession, the Purchaser/s shall :

a. Residential Use : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

b. No Alteration : Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said

Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchaser/s make the said alterations/changes, the Purchaser/s shall compensate, the Developers as it will be estimated by the Developer.

c. No Structural Alteration : Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

d. No Sub-Division : Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

e. No Changing Name : Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.

f. No Nuisance and Disturbance : Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

g. No Storage : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

h. No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and

granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

i. No Obstruction of Common Portions : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

j. No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

k. No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

l. No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

m. No Floor Damage : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

n. No Use of Machinery : Not install or operate any Machinery or equipment except household appliances.

o. No Right in Other Areas: The Purchaser/s shall not have any right in the other portions of the said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants :The Developer covenants with the Purchaser/s and admit and accept that :

No Creation of Encumbrance :The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT piece and parcel of land measuring 4 Cottah 3 Chittaks 34.2 Sq. Ft. Or 7 Decimal in Mouza Kumrakhali, J.L No-48, R.S.Dag No-1514, L.R.Dag No-1593, R.S.Khatian No-74, L.R.Khatian No-3045, under Rajpur-Sonarpur Municipality, ward No-27, Holding No-306, Street Name- Kumrakhali-3, police Station- Narendrapur, (Previously Sonarpur), Kolkata- 700103, Road Zone- N.S.C Bose Road, District- South 24 Parganas, which is butted and bounded as follows :

On the North : Jalal Mistry house and land.

- On the South** : House of Sofik Gayen & Others.
- On the East** : Land Of Dag No-1589, 1594.
- On the West** : Garia Baruipur (N.S.C Bose) Main Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT piece and parcel of one facing Residential Flat No., having super built up area..... Sq. Ft. more or less on Floor with Tiles Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C. of the G+IV Storied Building named as **“KAMAL APARTMENT”** consisting of several self contained flats, Car Parking Spaces, and other spaces TOGETHER WITH undivided proportionate share of land fully described in the FIRST SCHEDULE hereinabove written TOGETHER WITH right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the THIRD SCHEDULE hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the FOURTH SCHEDULE hereunder written TOGETHER WITH the Net price shall be paid in the manner mentioned in the FIFTH SCHEDULE hereunder written. More fully and particularly described in the MAP or PLAN annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Common areas and Parts)

The Owner, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase leading to all floors.
2. Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.
3. Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.
4. Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rain water pipes.
5. Lighting in common space, passage, staircase including electric Meter, and its fittings.
6. Common Electric Meter and Box.
7. Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.
8. Windows, Doors, Grills and other fittings of the common areas of the Building.
9. Such other common parts, areas, equipment's, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.

10. Electrical wirings, Meters (excluding those installed for any particular flat).

11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.

12. The foundation, corridor, lobbies, stairways, entrance and exists, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.

13. Lift & Lift Wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

1) The expenses of administration, maintaining, repair, replacement of the common parts, equipment's, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other

common parts, fixtures, fittings and equipment's in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupiers thereof.

2) The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.

3) The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.

4) The cost of decorating the exterior of the building.

5) The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.

6) Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

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

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER/S

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER/S

RECEIVED of and from the within named Purchaser, the sum of Rs./- (Rupees) by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on dated	
2.	Paid by Cheque No. branch drawn on dated	
3.	Paid by Cheque No. drawn on Bank Dated	
Total		Rs. /-

RUPEES ONLY

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER