

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE is made on this day of, 2023 BY
AND BETWEEN-:**

(1). AMIT KUMAR ROY [PAN NO. AFZPR2409A] [AADHAR NO. 2926 1696 5611] son of Ajit Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at Uttarayan, KaikhaliMadhyapara, 91 Main Road, P.O- Rajarhar Gopalpur, P.S- Airport, Dist.-North 24 Parganas, Kolkata- 700136, **(2) DILIP DUTTA [PAN NO. AFXPD8923K] [AADHAR NO. 5696 3086 2356]** son of Biswanath Dutta, by faith Hindu, by nationality Indian, by occupation Business, residing at Mondal Ganthi, Ramkrishna pally, P.O- Airport, P.S- Baguiati, Dist.-North 24 Parganas, Kolkata- 700052, hereinafter jointly referred to as the **LANDOWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, assigns and/or nominees) of the **ONE PART.**

The **LAND OWNERS** herein, is represented by their Constituted Attorney namely **MQ REALTY [PAN NO- ABVFM5991N]**, a partnership firm, having its registered office at represented by its partners **(1). HAMJAL MONDAL [PAN No-ALTPM2205R]** son of Altap Mondal Mondal, by faith- Muslim, by occupation Business, residing at Arman Plaza, 3rd Floor, Flat No. 1, Dashadrone, P.O- R. Gopalpur, P.S- Baguiati, Dist. - North 24 Parganas. Kolkata-700136, **(2). MINTU MONDAL [PAN No-BAPPM4813D]** son of late Omar Ali Mondal, by faith- Muslim, by occupation Business, residing at Kaikhali, Sardar Para, Near Agragami Club, P.O. & P.S. Airport, Dist. - North 24 Parganas. Kolkata-700052, **(3). SHARFARAJ ALI MONDAL [PAN No.: ARIPM5439Q]** son of Momraj All Mondal by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O.-Abdalpur, P.S.-Madhyamgram, Dist.-North 24 Parganas. Kolkata-700155, appointed by a registered deed of Development Power of Attorney registered at the office of the A.R.A.II, Kolkata, copied in Book No-1, Volume No.1902-2023, pages from 78369. to 78412, being deed no 190202250 for the year 2023.

AND

MQ REALTY [PAN NO- ABVFM5991N], a partnership firm, having its registered office at Astra Towers, ASO- 609, South Block, 6th Floor, Action Area IIC, New Town, Kolkata-700135 represented by its partners **(1). HAMJAL MONDAL [PAN No-ALTPM2205R]** son of Altap Mondal Mondal, by faith- Muslim, by occupation Business, residing at Arman Plaza, 3rd Floor, Flat No. 1, Dashadrone, P.O- R. Gopalpur, P.S- Baguiati, Dist. - North 24 Parganas. Kolkata-700136, **(2). MINTU MONDAL [PAN No-BAPPM4813D]** son of late Omar Ali Mondal, by faith- Muslim, by occupation Business, residing at Kaikhali, Sardar Para, Near Agragami Club, P.O. & P.S. Airport, Dist. - North 24 Parganas. Kolkata-700052, **(3). SHARFARAJ ALI MONDAL [PAN No.: ARIPM5439Q]** son of Momraj

All Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O.-Abdalpur, P.S.-Madhyamgram, Dist.-North 24 Parganas. Kolkata-700 155, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, legal representatives, assigns and/or nominees) of the **OTHER PART**.

AND

..... [PAN No-], [AADHAR NO.], son of, by faith, by nationality Indian, by occupation, residing at, P.O-, P.S-, Dist.-....., hereinafter called to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **ANOTHER PART**.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1]. DESCRIPTION OF THE BUILDING COMPLEX CALLED AS “MQ Residency”:- It is a multi-storied building for residential purpose at **Holding No-**, Ward No-06 of the Bidhannagar Municipal Corporation previously Rajarhat Gopalpur Municipality, Dist-North 24 Parganas lying and situate on the plot of land admeasuring an area of 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No-2202,2203,& 2204 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052.

1.1]-CONSTRUCTION OF THE BUILDING CALLED AS “MQ Residency” BY THE SINGLE DEVELOPER:- MQ REALTY [PAN NO- ABVFM5991N], a partnership firm, having its registered office at Astra Towers, ASO- 609, South Block, 6th Floor, Action Area IIC, New Town, Kolkata-700135 represented by its partners **(1). HAMJAL MONDAL [PAN No-ALTPM2205R]** son of Altap Mondal Mondal, by faith-Muslim, by occupation Business, residing at Arman Plaza, 3rd Floor, Flat No. 1, Dashadrone, P.O- R. Gopalpur, P.S- Baguiati, Dist. - North 24 Parganas. Kolkata-700136, **(2). MINTU MONDAL [PAN No-BAPPM4813D]** son of late Omar Ali Mondal, by faith-

Muslim, by occupation Business, residing at Kaikhali, Sardar Para, Near Agragami Club, P.O. & P.S. Airport, Dist. - North 24 Parganas. Kolkata-700052, (3). **SHARFARAJ ALI MONDAL [PAN No.: ARIPM5439Q]** son of Momraj All Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O.-Abdalpur, P.S.-Madhyamgram, Dist.-North 24 Parganas. Kolkata-700 155, is the single developer of this building called as “**MQ Residency**”.

2]. SUBJECT MATTER OF CONVEYANCE:

2.1]. SAID PROPERTY:-ALL THAT a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Super Built Up area** be the same or a little bit more or less on the **Floor** of the Building called “**MQ Residency**”lying and situate over a plot of land **measuring about** 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No-..... & corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052**AND** together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and facilities in the said building (said property).

3]. BACKGROUNDS, REPRESENTATIONS, WARRANTIES AND COVENANTS IN RESPECT OF THE BUILDING MARKED AND CLASSIFIED AS “MQ Residency”:-

3.1]. REPRESENTATION AND WARRANTIES REGARDING TITLE:- The **DEVELOPER** has made the following representations and given the following warranties to the **PURCHASER** regarding title.

- a. ABSOLUTE PURCHASE BY CHHAYA RANI DAS:-** **That** by a registered deed dated 25/09/1968 registered at the office of S.R.O. Cossipur Dum Dum copied therein in the Book No. 1, Volume No. 115, pages from 24 to 27, being the Deed No. 7413 for the year 1968 one Chhaya Rani Das had purchased ALL THAT a piece and parcel of Danga land measuring about 06 Cottahs-04 Chittaks-00 Sq. Ft. more or less comprised

in Dag no. 317 under Khatian No. 138 at Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (24 Parganas) from one Kartick Mondal and Manik Mondal, absolutely free from all encumbrances.

- b. ANOTHER PURCHASE BY CHHAYA RANI DAS:- That** by a registered deed dated 02/09/1969 registered at the office of S.R.O. Cossipur Dum Dum copied therein in the Book No. 1, Volume No. 98, pages from 59 to 62, being the Deed No. 6219 for the year 1969 said Chhaya Rani Das had purchased ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-02 Chittaks-00 Sq. Ft. more or less comprised in Dag no. 317 under Khatian No. 138 at Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (24 Parganas) from Kartick Mondal, Manik Mondal and Charan Mondal, absolutely free from all encumbrances.
- c. SUBSEQUENT PURCHASE BY CHHAYA RANI DAS:- That** by a registered deed dated 17/05/1972 registered at the office of S.R.O. Cossipur Dum Dum copied therein in the Book No. 1, Volume No. 51, pages from 90 to 92, being the Deed No. 3032 for the year 1972 said Chhaya Rani Das had purchased ALL THAT a piece and parcel of Danga land measuring about 01 Cottahs-00 Chittaks-07 Sq. Ft. more or less comprised in Dag no. 317 under Khatian No. 138 at Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (24 Parganas) from said Manik Mondal, absolutely free from all encumbrances.
- d. FURTHER PURCHASE BY CHHAYA RANI DAS:- That** by a registered deed dated 14/03/1973 registered at the office of S.R.O. Cossipur Dum Dum copied therein in the Book No. 1, Volume No. 36, pages from 180 to 182, being the Deed No. 1956 for the year 1972 said Chhaya Rani Das had purchased ALL THAT a piece and parcel of Danga land measuring about 01 Cottahs-07 Chittaks-37 Sq. Ft. more or less comprised in Dag no. 317 under Khatian No. 138 at Mouza- Kaikhali, J.L. No.-05, P.S- Dum Dum Airport, Dist.-North 24 Parganas (24 Parganas) from said Manik Mondal, absolutely free from all encumbrances.
- e. ABSOLUTE OWNERSHIP OF CHHAYA RANI DAS:- That** by aforesaid purchasesaid Chhaya Rani Das had become the absolute owner of a Danga land measuring about 11 cottas- 13 chittak- 44 Sq. Ft. which is equivalent to 20 Decimals more or less comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar

Municipal Corporation, Dist.-North 24 Parganas, absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

- f. ABSOLUTE SALE BY CHHAYA RANI DAS :-** That said Chhaya Rani Das by a registered deed of sale on 04/10/1985 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, Volume No. 135(F), pages from 155 to 164, being the Deed No. 7161 for the year 1985 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 10 Cottahs-07 Chittaks-00 Sq. Ft. more or less out of the 11 Cottahs-13 Chittaks-44 Sq. Ft. comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of one Gour Gobinda Saha, absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.
- g. MUTATION:-** That subsequent to the aforesaid purchase said Gour Gobinda Saha has mutated his name in the L.R. Khatian No. 248/1 in respect of his aforesaid purchased property in R.S/L.R Dag No.. 357 at the office of B.L & L.R .O Rajarhat and also mutated in Rajarhat Gopalpur Municipality being Holding No. RGM-941.
- h. That** said Gour Gobinda Saha by a registered deed of sale executed on 23.07.2012 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13, pages from 11495 to 11507, being the Deed No. 09573 for the year 2012 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-07 Chittaks-30 Sq. Ft. more or less out of the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the L.R. Khatian No. 248/1c orresponding to the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of Dinesh Prasad, absolutely and free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

- i. That** said Gour Gobinda Saha by a registered deed of sale executed on 23.07.2012 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13, pages from 11459 to 11471, being the Deed No. 09571 for the year 2012 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-07 Chittaks-30 Sq. Ft. more or less out of the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the L.R. Khatian No. 248/1 corresponding to the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of Bhola Shaw, absolutely and free from all encumbrances, charges, liens, lispends, claims and/or demands whatsoever.
- j. That** said Gour Gobinda Saha by a registered deed of sale executed on 23.07.2012 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13, pages from 11508 to 11520, being the Deed No. 09574 for the year 2012 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 03 Cottahs-07 Chittaks-30 Sq. Ft. more or less out of the 10 Cottahs-07 Chittaks-00 Sq. Ft. alongwith 100 Sq. Ft. Kancha structure thereon comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the L.R. Khatian No. 248/1 corresponding to the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, Holding No. RGM-941, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of Sumit Dey, absolutely and free from all encumbrances, charges, liens, lispends, claims and/or demands whatsoever.
- k. ANOTHER ABSOLUTE SALE BY CHHAYA RANI DAS:- That** said Chhaya Rani Das by a registered deed of sale on 04/10/1985 registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, Volume No. 135(P), pages from 145 to 154, being the Deed No. 7160 for the year 1985 had sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of Danga land measuring about 01 Cottahs-00 Chittaks-00 Sq. Ft. more or less out of the 11 Cottahs-13 Chittaks-44 Sq. Ft. comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza-

Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of one Madan Sardar, absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.

- l. DEMISE OF MADAN SARDAR:-** That while possessing the aforesaid purchased landed property said Madan Sardar died intestate leaving behind him his wife namely Chabi Sardar and one son namely Bablu Sardar as his only surviving legal heirs as per the Hindu law of Succession and Inheritance.

- m. ABSOLUTE JOINT OWNERSHIP OF CHABI SARDAR AND BABLU SARDAR:-** That in aforesaid manner and procedure said Chabi Sardar and Bablu Sardar jointly became the absolute owner of ALL THAT a piece and parcel of Danga land measuring about 01 Cottahs-00 Chittaks-00 Sq. Ft. more or less out of the 11 Cottahs-13 Chittaks-44 Sq. Ft. comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas.

- n. ABSOLUTE SALE BY SAID CHABI SARDAR AND BABLU SARDAR:-** That said Chabi Sardar and Bablu Sardar by a registered deed of sale executed on 09-12-2010 and registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 19, pages from 3907 to 3919, being the Deed No. 12099 for the year 2010 has sold, conveyed, transferred, assured and assigned ALL THAT a piece and parcel of land measuring about 01 Cottahs-00 Chittaks-00 Sq. Ft. more or less out of the 11 Cottahs-13 Chittaks-44 Sq. Ft. comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of one Pradipp Hazra, absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.

- o. ABSOLUTE SALE BY SAID PRADIP HAZRA:-** That said Pradip Hazra by a registered deed of sale executed on 23/07.2012 and registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 13,

pages from 11445 to 11458, being the Deed No. 09570 for the year 2012 has sold, conveyed, transferred, assured and assigned **ALL THAT** a piece and parcel of land measuring about 01 Cottahs-00 Chittaks-00 Sq. Ft. more or less out of the 11 Cottahs-13 Chittaks-44 Sq. Ft. comprised in the R.S Dag No-357 corresponding to C.S Dag no. 317, in the R.S Khatian No-66 corresponding to C.S Khatian No. 138, at Mouza-Kaikhali, J.L No-05, P.S- Airport within the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, unto and in favour of Dinesh Prasad, Bhola Shaw and Sumit Dey, absolutely and free from all encumbrances, charges, liens, lispensens, claims and/or demands whatsoever.

- p. MUTATION:- That** the Dinesh Prasad, Bhola Shaw and Sumit Dey have mutated their respective names in L.R Khatian No. 2202, 2203 and 2204 respectively in respect of the aforesaid purchased property in R.S/L.R Dag No. 357 at the office of the B.L & L.R.O.
- q. ABSOLUTE OWNERSHIP OF SAID DINESH PRASAD, BHOLA SHAW AND SUMIT DEY:- That** in aforesaid manner and procedure the **VENDORS** herein have jointly become the absolute owners, possessors and occupiers **ALL THAT** piece and parcel of a vacant plot of Bastu land measuring about 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit which includes a Kancha structure with tiles shade measuring about 300 Sq. Ft more or less comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No-2202, 2203 & 2204 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, LocalityBimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052, absolutely and free from all encumbrances, charges, liens, lispensens, claims and/or demands whatsoever.
- r. ABSOLUTE SALE BY SAID DINESH PRASAD, BHOLA SHAW AND SUMIT DEY:- That** by a registered deed of sale executed on 01-02-2023 and registered at the office of A.D.S.R Bidhannagar, Salt Lake City, copied therein in the Book No. 1, CD Volume No. 1504-23 pages from 8700 to 8733, being the Deed No. 150400211 for the year 2023 has sold, conveyed, transferred, assured and assigned **ALL THAT** piece and parcel of a vacant plot of Bastu land measuring about 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit which includes a Kancha structure with tiles shade measuring about 300 Sq. Ft more or less comprised in the R.S/L.R Dag No-357 corresponding to

C.S Dag No. 317, in the L.R Khatian No-2202, 2203 & 2204 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052, unto and in favour of Amit Kumar Roy and Dilip Dutta presently the **Landowners**, absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.

- s. **MUTATION:-** That subsequently the **LANDOWNERS** herein have mutated their respective names in L.R Khatian No. 3531 and 3532 respectively in respect of the aforesaid purchased property in R.S/L.R Dag No. 357 at the office of the B.L & L.R.O.
- t. **ABSOLUTE OWNERSHIP OF THE LANDOWNERS HEREIN:-** That in aforesaid manner and procedure the **LANDOWNERS** herein have jointly become the absolute owners, possessors and occupiers **ALL THAT** piece and parcel of a vacant plot of Bastu land measuring about 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit which includes a Kancha structure with tiles shade measuring about 300 Sq. Ft more or less comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No- 3531&3532 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052, absolutely and free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever.
- u. **REGISTERED DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY WITH THE DEVELOPER HEREIN:-**That the **Land Owners**with a view to develop their “Said Property” by constructing G+3 or more storied building in accordance with the building plan duly sanctioned by the local Rajarhat Gopalpur Municipality, have approached the **DEVELOPER** herein called **MQ REALTY [PAN NO- ABVFM5991N]**, a partnership firm, having its registered office at Astra Towers, ASO- 609, South Block, 6th Floor, Action Area IIC, New Town, Kolkata-700135represented by its partners **(1). HAMJAL MONDAL [PAN No- ALTPM2205R]** son of Altap Mondal Mondal, by faith- Muslim, by occupation Business, residing at Arman Plaza, 3rd Floor, Flat No. 1, Dashadrone, P.O- R. Gopalpur, P.S- Baguiati, Dist. - North 24 Parganas. Kolkata-700136, **(2). MINTU MONDAL [PAN No-BAPPM4813D]** son of late Omar Ali Mondal, by faith- Muslim, by occupation Business, residing at Kaikhali, Sardar Para, Near Agrabami Club, P.O. &

P.S. Airport, Dist. - North 24 Parganas. Kolkata-700052, **(2). SHARFARAJ ALI MONDAL [PAN No.: ARIPM5439Q]** son of Momraj All Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O.- Abdalpur, P.S.-Madhyamgram, Dist.-North 24 Parganas. Kolkata-700 155, to construct the said G+3 or more storied building thereon and the **DEVELOPER** herein accepted the said offer of the **Land Owners** and agreed to develop the “Said Property” by completing the construction of the G+3 or more storied building, and accordingly the **Land Owners and the DEVELOPER** have entered into a contract of development with the execution and registration of the development agreement registered at the office of the A.R.A. II, Kolkata, West Bengal, copied therein in the Book No-I, Volume No.1902-2023, pages from 78369 to 78412, being No.190202250 for the year 2023 followed by a registered Development Power of Attorney registered at the office of the A.R.A. II, Kolkata, West Bengal, copied therein in the Book No-I, Volume No. 1902-2023 pages from 79455 to 79476, being No. 190202258 for the year 2023. **AND**

- v. **That** the **DEVELOPER herein** has initiated construction of house building project over the aforesaid plot of land on the basis of the approved building plan sanction by the competent authority and according to the terms and conditions of the said contract of development and subsequently completed the said building project which comprises one multi storied building containing number of Flats and Car Parking Space.
- w. **That** in pursuance to the aforesaid contract of Development, the **DEVELOPER** herein has become the absolute owner of its allocated share over the newly constructed building called “**MQ Residency**” which includes **ALL THAT** a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Super Built Up area** be the same or a little bit more or less on the **Floor** of the Building called “**MQ Residency**” lying and situate over a plot of land **measuring about** 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No- 3531 &3532 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza-Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052 **AND** together with all common & undivided right, enjoyment and easement right for egress

and ingress of all common spaces, amenities, and facilities in the said building (Said Property).

3.2]- TRUE AND CORRECT REPRESENTATION-: The **DEVELOPER** is the absolute and undisputed owner and occupier of the “Said Property” and such ownership having been acquired in the manner stated herein above, the contents of which are all true and correct.

4] REPRESENTATION, WARRANTY AND COVENANTS REGARDING ENCUMBRANCES AS FOLLOWS-: The **DEVELOPER** herein represents, warrants and covenants regarding encumbrances as follows-:

4.1]- NO ACQUISITION AND REQUISITION-: The **DEVELOPER herein** has not received any notice from any authority for acquisition and requisition or vesting of the “said property” and declare that the “said property” is not affected by any scheme of the local municipality or Government or any statutory body.

4.2]- NO ENCUMBRANCE BY THE ACT OF THE DEVELOPER -: The **DEVELOPER** has not at any time done or executed or knowingly suffered or been party or party to any act, deed, thing and matter including the grant of right of easements, whereby the “said property” or any part thereof can or may be impeached, encumbered, or affected in title.

4.3]- RIGHT, POWER AND AUTHORITY TO SELL-: The **DEVELOPER** has got right, full power, absolute authority and indefeasible title to grant, sale, convey and transfer and assign and assure the “Said Property” to the **PURCHASERS and the** same has been admitted, acknowledged and confirmed by the **DEVELOPER.**

4.4]- NO DUES-: No tax in respect of the said property is due to the Rajarhat Gopalpur Municipality presently Bidhannagar Municipal Corporation and/or any other authority or authorities and no certificate case is pending for realization of any rent or taxes from the **DEVELOPER.**

4.5]- NO RIGHT OF PRE-EMPTION-: No person or persons whatsoever have /had/has any right of pre-emption over and in respect of the “Said Property” or any part thereof.

4.6]- NO MORTGAGE-: No mortgage or charge has been created by the **DEVELOPER**

by depositing the title deed or otherwise over and in respect of the “Said Property” or any part thereof .

4.7]- FREE FROM ALL ENCUMBRANCES-: The “Said Property” is now free from all encumbrances, charges, liens, lispendences, attachments, use, trusts, prohibition, Income tax attachments, financial institution charges, statutory prohibition, acquisitions, requisitions, vesting, liabilities, claims and or demands whatsoever or howsoever made or suffered by the **DEVELOPER** or any person or persons having or lawfully, rightfully or equitably claiming any estate or interests therein through, under or in trust for the **DEVELOPER** and the predecessors in title and the title of the **DEVELOPER** to the said property is free, clear and marketable.

4.8]- NO PERSONAL GUARANTEE-: The “Said Property” is not affected by or subject to any personal guarantee for securing any financial accommodation.

4.9]- NO BAR BY COURT ORDER OR STATUTORY AUTHORITY-: There is no order of court or any other statutory authority prohibiting the **DEVELOPER** from selling, transferring and / or alienating the “Said Property” or any part thereof.

5. BASIC UNDERSTANDING -:

5.1- AGREEMENT TO SELL AND PURCHASE-: That the **DEVELOPER** herein by a Deed of Agreement for sale dated has agreed to sell and the **PURCHASER** herein have jointly agreed to purchase the “Said Property” at or for a consolidated consideration of **Rs.**/-[Rupees] **only** under certain terms and conditions mentioned therein the said agreement for sale and accordingly the **PURCHASER** based on the representations, warranties, and covenants mentioned therein in the said agreement for sale and herein in clause 3 & 4 and its sub clauses above (collectively representation) have paid the entire sum of consideration of **Rs.**/-[Rupees] **only** from the **DEVELOPER**.

6. TRANSFER -:

6.1- HEREBY MADE-: The **DEVELOPER** herein hereby sells, conveys and transfers to the **PURCHASERS** the entirety of its right, title and interest of whatsoever or howsoever

nature in the said property of **ALL THAT** a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Super Built Up area** be the same or a little bit more or less on the **Floor** of the Building called "**MQ Residency**" lying and situate over a plot of land **measuring about** 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No- 3531&3532 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052 **AND** together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) hereinafter written and demarcated in **RED** color on plan attached herewith and more fully described in the schedule below.

6.2- CONSIDERATION-: The aforesaid transfer is being made by the **DEVELOPER** in consideration of a sum of **Rs.**./-[Rupees] **only** receipts of which hereunder written, admits and acknowledges by the **DEVELOPER**.

7. TERMS OF TRANSFER-:

7.1- SALIENT TERMS-: The transfer being effected by this conveyance is-:

7.2- SALE -: A sale within the meaning of the **Transfer of Properties Act, 1882 as amended up to date.**

7.3- ABSOLUTE -: Absolute, irreversible and perpetual.

7.4- FREE FROM ENCUMBRANCES-: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, impedances, uses, trusts, prohibition, income tax attachments, financial institution charges, reversionary rights, statutory prohibition, acquisitions and requisitions, vesting and liabilities whatsoever.

7.5- TOGETHER WITH ALL OTHER APPURTENANCES-: Together with all other

rights the **DEVELOPER** have in the “**Said Property**” and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the “**Said Property**” which includes all unrecorded/non mutated land purchased by the **DEVELOPER** as mentioned in the various sub clauses of **clause-4**.

7.6- SUBJECT TO -: The transfer being effected by this conveyance is subject to-:

7.6.a- INDEMNIFICATION-: Indemnification by the **DEVELOPER** about the correctness of its title and authority to sell and its conveyance is being accepted by the Purchasers on such express indemnification by the **DEVELOPER** about the correctness of the **DEVELOPER** title and the representation and the authority to sell which if found defective or untrue any time, the **DEVELOPER** shall at its risk and responsibility forthwith take all necessary steps to remove and /or rectify.

7.6.b- TRANSFER OF PROPERTY ACT-: All obligations and duties of the **DEVELOPER** and **PURCHASERS** as provided under the **Transfer of Property Act, 1882** save as contracted to the contrary hereunder to be followed.

7.7- DELIVERY OF POSSESSION-: Khas, vacant and peaceful possession of the “**Said Property**” has been handed over by the **DEVELOPER** to the **PURCHASERS** herein at their utmost satisfaction.

7.8- OUTGOINGS-: All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the “**Said Property**” relating to the period till the date of the conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the **DEVELOPER** and the **DEVELOPER** with regard to which the **DEVELOPER** hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

7.9- HOLDING POSSESSION-: The **DEVELOPER** hereby covenants that the **PURCHASERS** and their heirs, executors, administrators, representatives and assigns, shall and may from time to time and all time hereafter peaceably and quietly enter into hold, possess, use and enjoy the “**Said Property**” and every part thereof and receives rents issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed and transferred, assigned and assured or expressed or intended so to be unto and to the **PURCHASER**, without any lawful eviction, hindrance, interruptions, disturbances, claim or demands whatsoever from or by the vendor/owners, developer or any person or

persons lawfully or equitably claiming any right or estate therein from or under or in trust from the **DEVELOPER**.

7.10- INDEMNITY-: The **DEVELOPER** hereby covenants that the **DEVELOPER** or any person claiming under it in law, trust and equity, shall at all-time hereafter, indemnify and keep indemnified the **PURCHASER** and his heirs, executors, administrators, representatives and assigns, and/or their successors in interest of, from and against any loss damage, costs, charges and expenses which may be suffered by the **PURCHASER** and his heirs, executors, administrators, representatives and assigns, and /or their successors in interest by reason any defect in title of the **DEVELOPER** or any of the representation found to be untrue.

7.11- NO OBJECTION FOR MUTATION-: The **DEVELOPER** declares that the **PURCHASER** can fully be entitled to mutate his name in all records of the concerned authority including Bidhannagar Municipal Corporation and to pay tax or taxes, rent or rents and all other impositions in their own name in respect of the "Said Property". The **DEVELOPER** under take to co-operate with the **PURCHASER** in all respect to cause mutation to the said property in the name of the **PURCHASER** and in this regard shall sign all documents and papers as required by the **PURCHASER**.

7.12- FURTHER ACTS-: The **DEVELOPER** hereby covenants that the **DEVELOPER** or any person claiming under it, shall and will from time to time and at all time hereafter, upon every request and costs of the **PURCHASER** and /or his successors in interest does or execute or cause to be done or executed all such acts, deeds, thing, matters, for further or more perfectly assuring the title of the "Said Property".

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a Multi Storied building for residential purpose called as "**MQ Residency**" lying and situate over a plot of land measuring about 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No- 3531&3532 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.- North 24 Parganas, Kolkata-700052 **AND** together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and

facilities in the said building and together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building & Land which is butted and bounded -:

The North-: R.S/L.R Dag No. 252,

The South-: R.S/L.R Dag No. 356,

The East -: R.S/L.R Dag No. 253 & 12 Feet wide Municipal Road,

The West -: R.S/L.R Dag No. 358 & 360

SECOND SCHEDULE ABOVE REFERRED TO

(Said Land)

ALL THAT a plot of Bastu land measuring about 11 cottas- 07 chittak- 00 Sq. Ft. more or less or a little bit comprised in the R.S/L.R Dag No-357 corresponding to C.S Dag No. 317, in the L.R Khatian No- 3531 &3532 corresponding to R.S Khatian No. 66 corresponding to C.S Khatian No. 138, at Mouza- Kaikhali, Locality Bimannagar, J.L No-05, P.S-Airport within the Ward No-06 of the Bidhannagar Municipal Corporation, Dist.-North 24 Parganas, Kolkata-700052 **AND** together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and facilities in the said building which is butted and bounded as follows-:

The North-: R.S/L.R Dag No. 252,

The South-: R.S/L.R Dag No. 356,

The East -: R.S/L.R Dag No. 253 & 12 Feet wide Municipal Road,

The West -: R.S/L.R Dag No. 358 & 360

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of sale)

FIRSTLY,ALL THAT a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Super Built Up area** be the same or a little bit more or less on the **Floor** of the Building called “**MQ Residency**” constructed on the said plot of land as described in the **SECOND SCHEDULE** hereinabove written with undivided proportionate impartible share of land in relating and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main

load bearing, separating and all common walls in and around the said flat **TOGETHER WITH** usual easements rights and liberties of unobstructed of the common staircase, lift and the entrance door or passage on the ground floor to egress and ingress to the landing to the said flat as well as all rights, privileges, facilities as set out in the **FOURTH SCHEDULE** hereunder written, where the said flat is situated, lying at and being on the**Floor** forming a part of the Said Property described in the **FIRST SCHEDULE AND SECOND SCHEDULE** as shown in the attached map or plan as part thereof **TOGETHER WITH** the undivided proportionate share of the impartible right, title and interest in the said land and building complex which are mentioned and described in the **SECOND SCHEDULE & FIRST SCHEDULE**.

FOURTH SCHEDULE OF COMMON FACILITIES & AMENITIES

1. Areas:-

- [a]- Ultimate/Top Roof above the top floor of the building.
- [b]- Open and/or covered paths and passages of the building.
- [c]- Lobbies and stair cases of the building.
- [d]- Stair head room, Lift machine room and lift well of the Building.
- [e]- All walls [save & except inside wall of any Unit] and main gates of the building.
- [f]- Common Wash Room on the Ground Premises of the Building.

2. Water and Plumbing:-

- [a]- Water reservoirs of the building.
- [b]- Water Tanks of the building.
- [c]- Water pipes [save those inside any Unit].
- [d]- Installations for cease fire if any, of the building.
- [e]- Deep Tube Well.
- [f]- Iron Filter Plant on the Roof Top of the Building.

3. Electrical Installation:-

- [a]- Wiring for lighting of building common portions.
- [b]- Electrical installation relating to meter for receiving electricity from electric supply agency.

[c]- Pump and motor of the building.

[d]- Lift and Lift machinery of the Building.

[e]- Transformer if any.

[f]- 24 Hours Power Backup Generator Set on the Ground Premises of the Building.

[g]. Close Circuit Camera (maximum Eight) with LCD for the purpose of common security system of the Building.

4. Drains-:

[a]- Drains, sewers and pipes of the building.

[b]- Septic Tank.

5. Others-:

Other areas and installations and/or equipment as are provided in the building as extra costs for common use and enjoyments such as Computer Connection, Tele Vision, Internet Connection, Cable T.V Connection.

FIFTH SCHEDULE OF SPECIFICATION FOR CONSTRUCTION

1).FOUNDATION-: R.C.C Framed structure for G+3 storied Building together with permissible extension of a floor [if any].

2). WALL-: External wall shall be 8'' thick brick partition wall between the Flats and Corridor shall be 5'' thick. internal partition wall in each flat shall be 5'' thick.

3). Wall Finish-: Outside wall shall be putty. The inside wall of each floor shall be finished with plaster of Paris or Putty.

4). Floor-: Vitrified tiles with 4" skirting [All bed Rooms, Drawing cum Dining space and veranda].

5). Doors-: Doors Frame shall be of Malayasian Shal Wood. All doors shall be of commercial flash doors. On the main door acrelic handle, magic eye. All wooden surfaces shall be painted with one coat primer only.

6). Windows-: All windows shall be of aluminium made box shutter panel with transparent glass fitting and handle.

7). Kitchen-: At kitchen cooking Platform with sink shall be furnished with black stone 3' high glazed tile shall be provided over cooking platform only al cooking area. The color of glazed tile shall be of Developer's choice. One bib cock at sink also be provided.

8). Drawing or Dining Room-: One basin white in color with pillar cock.

9). Toilet-: 6' high glazed tile dado. One shower including concealed stop cock, one bib cock, one Indian type pan or commode white in color shall be provided. The door of the toilet shall of PVC door.

10) Balcony-: All balcony shall be guarded with 3' high M.S ornamental Grill or TuffenWhite Glass with Still railing.

11) Electrification-: All electrical work shall be of concealed wiring as follows:

at bed rooms one tube light point, one bracket light point, one fan point and a plug point 5 amp shall be provided.

at drawing or dining room three light points, one fan point, one plug point 5 amp or 15 amp shall be provided.

at kitchen room one light point, one exhaust fan point, one pug point 15 amp over cooking platform shall be provided.

at toilet one light point and one exhaust fan point and a geyser point shall be provided.

at balcony one bulb point shall be provided.

at entrance door one calling bell point shall be provided.

12). All outer pipes including rain water pipes as well as outer and inner common plumbing installations shall be of ISI PVC type pipe.

13). Common Electrical point such as lighting of stairs, common corridors, entrance passage at Ground Floor and pump for over head reservoir shall be provided.

14). The **DEVELOPER** will complete the electrification work of each flat up to individual main switch to the meter room at the Ground Floor only. For common electrical facilities along with connection charges from SEB up to main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges if required are to be paid extra. The Purchasers will provide all the electrical fitting for all their allocation.

15). Extra Work: Any extra work other than standard schedule shall be charged extra as decided by the **DEVELOPER's** authorized Engineer. Such amounts shall be deposited by the **PURCHASERS** to the Developers before the execution of such work. Outside labour or mason shall be allowed after completion

of the total project with the permission of the Flat Owners' Association.

N.B: The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.

THE SIXTH SCHEDULE ABOBE REFERRED TO

(Common Expenses)

- 1.- The expenses of administration, maintenance, repairs, replacements, of the common equipments and accessories common areas, and facilities including white washing , painting, decorating, the exterior portion of the said building, boundary walls entrance, the stair case , the gutters, rain water pipes, motors, pumps, water, electric wirings and installation , sewerage, drains, and all other common parts , fixtures, fittings, and equipments in, under or upon the building enjoyed or used in common by the Purchasers , co-purchasers, or other occupiers.
- 2.- The cost of clearing , maintaining and lighting the main entrance, passages, landing staircase, and other parts of the building as enjoyed or used in common by the occupants of the said building.
- 3.- The salaries of the Chowkidars, plumbers, electricians sweepers etc.
- 4.- The cost of making repairs, replacements, and maintenance of pumps, tube well and other plumbing works including all other services rendered in common with all other occupiers.
- 5.- Municipal or other taxes of owners and occupiers and other levies and out goings etc...
- 6.- Insurance of the building against earth quake, fire mob, civil commotion etc.
- 7.- All electrical charges, payable in common for the common portions of the said building.
- 8.- Such other expenses including printing and sanitary as also all litigation expenses in respect of any dispute with municipality, other authority, insurance company or any other person or persons in relation to or as may be deemed by the Vendor or any ad hoc committee/association of the occupiers and up keep of the said building.

The respective owners of the said building complex called “**MQ Residency**” are liable to form an Association or Society to provide the repair & maintenance of all common use, enjoyments and facilities as mentioned in **FOURTH SCHEDULE**.

SEVENTH SCHEDULE ABOVE REFERRED TO
(Rights and obligations of the PURCHASER)

1.- The PURCHASER will have the full and absolute right of user in common with the other owners and/or occupiers of different flats, the stair, stair case, lift and lift lobbies and landing thereon and there under or get abutting on the public road to egress and ingress and caring or bringing in taking out of the said flat all goods, furniture and any other moveable item.

2.- Subject to the restrictions and reservations hereinafter containing the **PURCHASER** will have full and absolute right of user in common with other owners and/or occupants of the said property and building complex of the main drainage, water supply system and connections including the pipes, lines and also water tanks and connection.

3.- The PURCHASER will have absolute and unfettered right of user of and right of keeping, raising inserting supporting and maintaining all beams, gutters, and structures on and to all walls supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and or supporting walls the **PURCHASER** shall have to maintain the floor of the said flat so that it may not cause leakage or slippage to the floor underneath.

4.- The PURCHASERS will have their right of obtaining telephone, internet connection to the antenna and/or radio serials on the roof of the said property and for this purpose the **PURCHASER** shall have the right of digging, inserting and for fixing plug and supporting clumps in all portion of the said property provided always that the **PURCHASER** shall correct forth with such dug up holes or excavation at their own costs and expenses.

5.- The PURCHASER and their agent and agents shall have the right of access to the roof

of the said property for the purpose of fixing and maintenance television antenna, internet provided exercise of right of access mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of the top floor of the said Building of user and the enjoyment of the top floor and water reservoir on the roof of the top floor.

6.- The **PURCHASER** will have the right of maintenance, repairs, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstruction to the other occupiers of the **said property or the building**.

7.- The **PURCHASER** from time to time and at all time here by agrees to contribute and pay proportionate share towards the costs and expenses of the maintenance charges, service taxes, and impositions and other out goings and the said amount is variable according to the needs of the circumstances and market of the aforesaid sum without any variation as may be fixed as aforesaid individually and/or collectively .The Purchasers shall in addition pay separately any other taxes and/or imposition as may be decided by the Society/Association and that the proportionate maintenance charges for the flat will be paid regularly by the **PURCHASER** as long as Society/Association is not formed for the maintenance of the building .

8.- The **PURCHASER** will have right to mutate their name as owner of the said flat in the record of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the Vendor shall whenever required by the Purchasers give therein or their consent or approval in writing for the purpose of such mutation and separate assessment.

9.- The **PURCHASER** will have full and absolute proprietary right such as the **DEVELOPER** derives from its title save and except that of demolishing or committing waste in respect of the property described in the schedule in any manner so as to effect the **DEVELOPER** or other co-owners who have already purchased and acquired similar property right as covered by this conveyance.

10.- The **PURCHASER** will also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.

11.- The **PURCHASER** undivided interest in the soil as more fully described in the **FIRST**

SCHEDULE & SECOND SCHEDULE herein above written shall remain joint for all title with the vendor or other co Purchasers who may hereafter or hereto before have acquired right, title and interest in the land and in any flat in the building as being declared that the interest in the soil is impartibly.

12.- The **PURCHASER** will not store any inflammable and/or combustible articles in the said flat but excluding items used in the kitchen, and personal purpose.

13.- The **PURCHASER** will not store any rubbish or any other things in the stair case not to the common area and/or parts causing inconvenience and also disturbance to the other co-owners and occupiers.

14.- The **PURCHASER** will not make any additions or alterations in the flat whereby the main building may be damaged, but the **PURCHASER** will be entitled to erect wooden partition for the purpose of their family requirement.

15.- The **PURCHASER** will take separate electric meter, gas and other necessary connection and / or lines for the use and the enjoyment of the flat hereby purchased.

16.- The **PURCHASER** shall also pay proportionate share of electric consumption in respect of the common areas of the said building.

17.- The **PURCHASER** will also pay their proportionate share of insurance of the building for earth quake, fire, mob, violence and commotion as decided by the members of the Society /Association with all required proposal and consent.

18. The **PURCHASER** shall not use and occupy the said property in such a manner which is unlawful, illegal, immoral, illicit and/or cause nuisance to the co-owners.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands, seals and signatures on the day month year as above written in presence of the following witnesses.

SIGNED, SEALED AND DELIVERED

**By the parties at A.D.S.R Bidhannagar, Salt Lake City
Kolkata- 700091 in presence of:**

WITNESSES:

**Being the constituted attorney of the LAND
OWNERS.**

1.

SIGNATURE OF THE LAND OWNER

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

Received with thanks **from the PURCHASERS** a sum of **Rs./-[Rupees]**
only as the consideration of this deed of sale by way of several cheques and/or banking
transaction and sign this on the day month and year as above written in presence of the
following witnesses.

MEMO

Rs./-
Only

WITNESSES:-

1.

2.

SIGNATURE OF THE DEVELOPER