

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SRIDAM KARMAKAR [PAN : AGDPK5336Q], [AADHAAR NO. 962136715904], [D.O.B. : 18.05.1962] & [MOBILE NO. 9831027912],**
son of Late Saroj Karmakar, by faith - Hindu, by occupation - Business,
by nationality - Indian, residing at B/M-12, B.C. Roy Sarani, Mathpara,
Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059,
District North 24 Parganas, West Bengal, Proprietor of **M/S. KARMAKAR**
ENGINEERING WORKS [PAN : AGDPK5336Q], having its office address
at Jyangra Ghosh Para, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059,
District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the
"LANDOWNER/VENDOR/DEVELOPER" (which expression shall unless
excluded by or repugnant to the context be deemed to mean and include
his heirs, executors, administrators, representatives and assigns) of the
ONE PART

A N D

3.2 **[PAN.],**
[AADHAAR NO.] & [MOBILE NO.],
..... son/wife/daughter of
....., by faith -, by
occupation -, by nationality - Indian, residing at
....., P.O.
....., P.S., District -, Pin -
....., State -

M/s Karmakar Engineering Works
Sridam Karmakar
Proprietor

3.2.1 [PAN.],
[AADHAAR NO.] & [MOBILE NO.],
 son/wife/daughter of
, by faith -, by
 occupation -, by nationality - Indian, residing at
, P.O.
, P.S., District -, Pin -
, State -

Hereinafter jointly called and referred to as the **"PURCHASERS"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

Landowner/Vendor/Developer and the Purchasers collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property: ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of carpet area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq. .ft., being Covered Car Parking No..., lying and situated in the building namely **"NEELKANTHA ABASAN BLOCK-B"**, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common facilities and common amenities of the said flat, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

M/s Karmakar Engineering Works
 Sridam Karmakar
 Proprietor

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**
:

5.1 **Representations and Warranties Regarding Title** : The Landowner/Vendor/Developer has made the following representations and given the following warranties to the Purchasers regarding title.

5.1.1 **CHAIN OF TITLE REGARDING ABSOLUTE OWNERSHIP OF SRIDAM KARMAKAR, LANDOWNER/VENDOR/DEVELOPER HEREIN, IN RESPECT OF SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Ownership of Ruhini Bala Das** : One Ruhini Bala Das was the absolute owner of ALL THAT piece and parcel of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, under R.S. Khatian No. 723, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.1.2 **Sale by the said Ruhini Bala Das to one (1) Basana Roy & (2) Snigdhya Roy** : The said Ruhini Bala Das sold, transferred and conveyed her aforesaid plot of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, under R.S. Khatian No. 723, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Basana Roy & (2) Snigdhya Roy, by the strength of a Registered Deed of Conveyance, which was registered on 08.12.1978, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 161, Pages 130 to 131, being Deed No. 7198 for the year 1978.

5.1.1.3 **Sale by the said Snigdhya Roy to her co-owner, the said Basana Roy** : The said Snigdhya Roy sold, transferred and conveyed her undivided fifty percent share in the aforesaid total plot of land measuring 13 (Thirteen) Decimals more or less, to her co-owner, the said Basana Roy, by the strength of a Registered Deed of Conveyance, which was registered on 30.09.1980, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 133, Pages 230 to 231, being Deed No. 7445 for the year 1980.

- 5.1.1.4 **Absolute Ownership of Basana Roy :** Thus on the basis undivided fifty percent share received by way of aforesaid Registered Deed of Conveyance bearing Deed No. 7198 for the year 1978 AND undivided fifty percent share received from her co-owner, Snigdha Roy under Deed No. 7445 for the year 1980, the said Basana Roy, wife of Sukumar Roy, became the absolute owner of the aforesaid total plot of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, under R.S. Khatian No. 723, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

It is to be noted here that after having absolute possession and absolute ownership over the aforesaid total property, the said Basana Roy duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 3418, in L.R. Dag No.1073.

- 5.1.1.5 **Gift by the said Basana Roy AND her husband, Sukumar Roy to Directorate of Health Service, Government of West Bengal by Execution of Two Separate Deeds :** The said Basana Roy gifted her aforesaid plot of land measuring 13 (Thirteen) Decimals more or less in favour of Directorate of Health Service, Government of West Bengal, Writers' Buildings, Kolkata - 700001, for the welfare of public at large through Maternity and Children Hospital. The said Deed was registered on 22.07.1992, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 159, Pages 355 to 360, being Deed No. 7296 for the year 1992.

It is to be mentioned here that the husband of the said Basana Roy namely Sukumar Roy also gifted his own plot of land measuring 10 (Ten) Cottahs 3 (Three) Chittacks 31 (Thirty One) sq.ft. more or less, which is adjacent property of the said Basana Roy, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, in favour of the said Directorate of Health Service, Government of West Bengal, Writers' Buildings. The said Deed was registered on 22.07.1992, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 7295 for the year 1992.

- 5.1.1.6 **Registered Deed of Reconveyance Executed by Directorate of Health Service, Government of West Bengal in favour of the said (1) Basana Roy & (2) Sukumar Roy :** The Government of West Bengal failed and neglected to utilise the often said mentioned property for which it was donated by them. Upon dissatisfaction, the said Basana Roy and her husband Sukumar Roy filed a petition before the Hon'ble High Court at Kolkata for recovery of the said property. The Hon'ble High Court passed an order on 08.09.1999 directing the Government of West Bengal to reconvey the property in favour of the said (1) Basana Roy & (2) Sukumar Roy.

On the basis of the said order passed by the Hon'ble High Court, Kolkata, the Directorate of Health Service, Government of West Bengal reconvey the respective property of the said Basana Roy and her husband, Sukumar Roy, by executing a Registered Deed of Reconveyance, which was registered on 23.06.2000, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 70, Pages 129 to 132, being Deed No. 3691 for the year 2000.

- 5.1.1.7 **Sale by the said Basana Roy to one (1) Sharda Prasad Sharma, (2) Kewala Shankar Sharma, (3) Adya Prasad Sharma, (4) Kamala Shankar Sharma & (5) Lalji Prasad Sharma :** The said Basana Roy sold, transferred and conveyed her aforesaid plot of land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 3418, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Sharda Prasad Sharma, (2) Kewala Shankar Sharma, (3) Adya Prasad Sharma, (4) Kamala Shankar Sharma & (5) Lalji Prasad Sharma, all sons of Late Deo Sundar Sharma, by the strength of a Registered Deed of Conveyance, which was registered on 13.12.2002, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 00360 for the year 2003.

On the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 00360 for the year 2003, the said (1) Sharda Prasad Sharma, (2) Kewala Shankar Sharma, (3) Adya Prasad Sharma, (4) Kamala Shankar Sharma & (5) Lalji Prasad Sharma, became the absolute

joint owners of the aforesaid plot of land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less, and each having possessed undivided 1/5th share in the aforesaid property.

- 5.1.1.8 **Sale by the said Sukumar Roy to the said (1) Kewala Shankar Sharma, (2) Adya Prasad Sharma, (3) Kamala Shankar Sharma, (4) Lalji Prasad Sharma & (5) Gulab Chand Sharma :** The said Sukumar Roy sold, transferred and conveyed a plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less out of his possession, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the said (1) Kewala Shankar Sharma, (2) Adya Prasad Sharma, (3) Kamala Shankar Sharma, (4) Lalji Prasad Sharma, all sons of Late Deo Sundar Sharma & (5) Gulab Chand Sharma, son of Sharda Prasad Sharma, by the strength of a Registered Deed of Conveyance, which was registered on 12.03.2004, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 182, Pages 108 to 143, being Deed No. 03110 for the year 2004.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 03110 for the year 2004, the said (1) Kewala Shankar Sharma, (2) Adya Prasad Sharma, (3) Kamala Shankar Sharma, (4) Lalji Prasad Sharma & (5) Gulab Chand Sharma, became the absolute joint owners of the aforesaid plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less and each having possessed undivided 1/5th share in the aforesaid property.

- 5.1.1.9 **Sale by the said (1) Kewala Shankar Sharma, (2) Gulab Chand Sharma AND Successors of deceased, Adya Prasad Sharma to one Ram Kumar Dubey :** The said (1) Kewala Shankar Sharma, (2) Gulab Chand Sharma AND Successors of deceased, Adya Prasad Sharma namely his wife, Anar Devi Sharma and his two sons namely (1) Bidyadhar Sharma & (2) Murlidhar Shamar, jointly sold, transferred and conveyed their **undivided 3/5th share** in the aforesaid plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less **i.e. land measuring 5 (Five) Cottahs 1 (One) Chittack 27 (Twenty Seven) sq.ft. more or less,**

comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas (received under the aforementioned Registered Deed of Conveyance bearing Deed No. 03110 for the year 2004 as described in Clause No. 5.1.1.8 hereinabove), to one Ram Kumar Dubey, son of Bijay Shankar Dubey, by the strength of a Registered Deed of Conveyance, which was registered on 10.05.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 15, Pages 10021 to 10034, being Deed No. 08228 for the year 2011.

- 5.1.1.10 **Sale by the said (1) Sharda Prasad Sharma, (2) Kewala Shankar Sharma AND Successors of deceased, Adya Prasad Sharma to the said Ram Kumar Dubey :** The said (1) Sharda Prasad Sharma, (2) Kewala Shankar Sharma AND Successors of the said deceased, Adya Prasad Sharma namely his wife, Anar Devi Sharma and his two sons namely (1) Bidyadhar Sharma & (2) Murlidhar Shamar, jointly sold, transferred and conveyed their **undivided 3/5th share** in the aforesaid plot of land measuring 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less, **i.e. land measuring 4 (Four) Cottahs 11 (Eleven) Chittacks 33.60 (Thirty Three Point Six Zero) sq.ft. more or less**, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 3418, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas (received under the aforementioned Registered Deed of Conveyance bearing Deed No. 00360 for the year 2003 as described in Clause No. 5.1.1.7 hereinabove), to the said Ram Kumar Dubey, by the strength of a Registered Deed of Conveyance, which was registered on 10.05.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 15, Pages 10035 to 10047, being Deed No. 08229 for the year 2011.
- 5.1.1.11 **Sale by the said Kamala Shankar Sharma to one M/s. Imax Infrastructure Pvt. Ltd. :** The said Kamala Shankar Sharma sold, transferred and conveyed ALL THAT piece and parcel of his **(i) undivided 1/5th share** in the aforesaid plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less **i.e. land measuring 1 (One)**

Cottah 11 (Eleven) Chittacks 9 (Nine) sq.ft. more or less, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417 (received under the aforementioned Registered Deed of Conveyance bearing Deed No. 03110 for the year 2004 as described in Clause No. 5.1.1.8 hereinabove), AND ALSO **(ii) undivided 1/5th share** in the aforesaid plot of land measuring 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less **i.e. land measuring 1 (One) Cottah 9 (Nine) Chittacks 11.20 (Eleven Point Two) sq.ft. more or less**, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 3418 (received under the aforementioned Registered Deed of Conveyance bearing Deed No. 00360 for the year 2003 as described in Clause No. 5.1.1.7 hereinabove), **in total undivided 1/5th share of land measuring 3 (Three) Cottahs 4 (Four) Chittacks 20.20 (Twenty Point Two Zero) sq.ft. more or less**, comprised in R.S. Dag Nso. 1529 & 1526, L.R. Dag No. 1073, under R.S. Khatian Nos. 1021 & 723, L.R. Khatian No. 3417 & 3418, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one M/s. Imax Infrastructure Pvt. Ltd., by the strength of a Registered Deed of Conveyance, which was registered on 20.07.2018, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2018, Pages 393098 to 393127, being Deed No. 190409948 for the year 2018.

After purchasing the aforesaid property, the said M/s. Imax Infrastructure Pvt. Ltd. duly recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 5546.

- 5.1.1.12 **Sale by Successors of deceased, Lalji Prasad Sharma namely (1) Jairaji Devi Sharma, (2) Vijay Laxmi Sharma, (3) Kiran Sharma & (4) Priyanka Sharma to one Sekhar Bhowmik** : It is to be mentioned here that the said Lalji Prasad Sharma possessed his own undivided 1/5th share in the aforesaid plot of land comprised in R.S. Dag Nso. 1529 & 1526, L.R. Dag No. 1073, under R.S. Khatian Nos. 1021 & 723, L.R. Khatian No. 3417 & 3418, in Mouza - Jyangra (received under the aforementioned Registered Deeds of Conveyance bearing Deed No. 00360 for the year 2003 & Deed No. 03110 for the year 2004 as described in Clause Nos. 5.1.1.7 & 5.1.1.8 hereinabove) and died intestate, leaving behind his wife namely Jairaji Devi Sharma and three daughters namely

(1) Vijay Laxmi Sharma, (2) Kiran Sharma & (3) Priyanka Sharma as his heirs and successors in interest.

The successors of deceased, Lalji Prasad Sharma namely the said (1) Jairaji Devi Sharma, (2) Vijay Laxmi Sharma, (3) Kiran Sharma & (4) Priyanka Sharma, jointly sold, transferred and conveyed their joint **(i) undivided 1/5th share** in the aforesaid plot of land measuring 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less **i.e. land measuring 1 (One) Cottah 9 (Nine) Chittacks 11.20 (Eleven Point Two) sq.ft. more or less**, comprised in R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 3418, AND ALSO **(ii) undivided 1/5th share** in the aforesaid plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less **i.e. land measuring 1 (One) Cottah 11 (Eleven) Chittacks 9 (Nine) sq.ft. more or less**, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, **in total undivided 1/5th share of land measuring 3 (Three) Cottahs 4 (Four) Chittacks 20.20 (Twenty Point Two Zero) sq.ft. more or less**, comprised in R.S. Dag Nso. 1526 & 1529, L.R. Dag No. 1073, under R.S. Khatian Nos. 723 & 1021, L.R. Khatian Nos. 3417 & 3418, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), in the District North 24 Parganas, to one Sekhar Bhowmik, son of Late Sachindra Nath Bhowmick, by the strength of two sepatate Registered Deeds of Conveyance, both registered on 26.06.2023, both registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Pages 314698 to 314723, being Deed No. 152309484 for the year 2023 AND Book No. I, Volume No. 1523-2023, Pages 314807 to 314833, being Deed No. 152309489 for the year 2023.

After purchasing the aforesaid property, the said Sekhar Bhowmik, duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 11047.

5.1.1.13 **Sale by the said Ram Kumar Dubey to the present Owner, Sridam Karmakar** : The said Ram Kumar Dubey sold, transferred and conveyed his aforesaid plot of land measuring **5 (Five) Cottahs 1 (One) Chittack 27 (Twenty Seven) sq.ft. more or less** (being undivided 3/5th share in

the plot of land measuring 8 Cottahs 8 Chittacks 0 sq.ft. more or less, purchased by him under Deed No. 08228 for the year 2011, as described in Clause No. 5.1.1.9), comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 3417, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), in the District North 24 Parganas, to one Sridam Karmakar, Landowner herein, by the strength of a Registered Deed of Conveyance, which was registered on 11.10.2023, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Page from 532863 to 532886, being Deed No. 152315691 for the year 2023.

- 5.1.1.14 **Again Sale by the said Ram Kumar Dubey to the said Sridam Karmakar, Landowner herein :** The said Ram Kumar Dubey again sold, transferred and conveyed his aforesaid plot of land measuring **4 (Four) Cottahs 11 (Eleven) Chittacks 33.60 (Thirty Three Point Six Zero) sq.ft. more or less** (being undivided undivided 3/5th share in the plot of land measuring 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less, purchased by him under Deed No. 08229 for the year 2011, as described in Clause No. 5.1.1.10) comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 3418, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), in the District North 24 Parganas, to the said Sridam Karmakar, Landowner herein, by the strength of a Registered Deed of Conveyance, which was registered on 11.10.2023, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Page from 532887 to 532910, being Deed No. 152315692 for the year 2023.

It is to be noted here that after purchasing the aforesaid property under (1) Deed No. 152315691 for the year 2023 & (2) Deed No. 152315692 for the year 2023 (as described in Clause Nos. 5.1.1.13 & 5.1.1.14), the said Sridam Karmakar duly recorded his name in the record of the concerned Bidhannagar Municipal Corporation, having Certificate No. BNMC/24-25/MU/001357/198431, having Holding No. AS/409(21/15), BL-JG, in Ward No. 15, having Assessee No. 039853, and sanctioned a building plan

on the said plot of land from the concerned Bidhannagar Municipal Corporation, vide Building Permit No. SWS-OBPAS/2109/2024/0671 dated 20.08.2024.

5.1.1.15 Sale by the said M/s. Imax Infrastructure Pvt. Ltd. to one Tanima

Bhowmick : The said M/s. Imax Infrastructure Pvt. Ltd. sold, transferred and conveyed its aforesaid property (received under Deed No. 190409948 for the year 2018 as described in Clause No. 5.1.1.11 hereinabove), i.e. ALL THAT piece and parcel of **(i) undivided 1/5th share** in the aforesaid plot of land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less **i.e. land measuring 1 (One) Cottah 11 (Eleven) Chittacks 9 (Nine) sq.ft. more or less**, comprised in R.S. Dag No. 1529, L.R. Dag No. 1073, under R.S. Khatian No. 1021, L.R. Khatian No. 5546, AND ALSO **(ii) undivided 1/5th share** in the aforesaid plot of land measuring 7 (Seven) Cottahs 14 (Fourteen) Chittacks 11 (Eleven) sq.ft. more or less **i.e. land measuring 1 (One) Cottah 9 (Nine) Chittacks 11.20 (Eleven Point Two) sq.ft. more or less**, comprised in C.S. Dag No. 1478, R.S. Dag No. 1526, L.R. Dag No. 1073, under R.S. Khatian No. 723, L.R. Khatian No. 5546, **in total undivided 1/5th share of land measuring 3 (Three) Cottahs 4 (Four) Chittacks 20.20 (Twenty Point Two Zero) sq.ft. more or less**, comprised in R.S. Dag Nso. 1529 & 1526, L.R. Dag No. 1073, under R.S. Khatian Nos. 1021 & 723, L.R. Khatian No. 5546, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), in the District North 24 Parganas, to one Tanima Bhowmick, wife of Sekhar Bhowmik, by the strength of a Registered Deed of Conveyance, which was registered on 29.08.2024, registered in the office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No. 1904-2024, Pages 620113 to 620144, being Deed No. 190210445 for the year 2024.

5.1.1.16 Joint Sale by the said (1) Sekhar Bhowmik & (2) Tanima Bhowmick to

the said Sridam Karmakar, Landowner herein : The said (1) Sekhar Bhowmik & (2) Tanima Bhowmick jointly sold, transferred and conveyed their respective property/ownership (as described in Clause No. 5.1.1.12 & 5.1.1.15 hereinabove), i.e. ALL THAT piece and parcel of land measuring **6 (Six) Cottahs 8 (Eight) Chittacks 40.40 (Forty Point Four Zero) sq.ft. more or less**, comprised in R.S. Dag Nos. 1526 & 1529, L.R. Dag No. 1073, under R.S. Khatian Nos. 723 & 1021, L.R. Khatian No. 11047

(in the name of Sekhar Bhowmik) & L.R. Khatian No. 5546 (in the name of M/s. Imax Infrastructure Pvt. Ltd.), in **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), in the District North 24 Parganas, to the said Sridam Karmakar (Landowner herein), by the strength of a Registered Deed of Conveyance, which was registered on 02.04.2025, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2025, Page from 180677 to 180699, being Deed No. 152304602 for the year 2025.

It is also to be noted here that after purchasing the aforesaid property under Deed No. 152304602 for the year 2025, the said Sridam Karmakar (Landowner herein) duly recorded and mutated his name in the record of the concerned Bidhannagar Municipal Corporation, having Certificate No. BNMC/25-26/MU/003218/378756, having Holding No. AS/404(21/15), BL-JT, in Ward No. 15, having Assessee No. 048977.

- 5.1.1.17 **Absolute Total Ownership of Sridam Karmakar (Landowner herein) under (1) Deed No. 152315691 for the year 2023, (2) Deed No. 152315692 for the year 2023 & (3) Deed No. 152304602 for the year 2025 :** Thus on the basis of the aforementioned Registered Deeds of Conveyance, bearing (1) Deed No. 152315691 for the year 2023, (2) Deed No. 152315692 for the year 2023 & (3) Deed No. 152304602 for the year 2025, the said Sridam Karmakar (Landowner herein), is the absolute sole and total owner of **ALL THAT** piece and parcel of Bastu land measuring **16 (Sixteen) Cottahs 6 (Six) Chittacks 11 (Eleven) sq.ft. be the same a little more or less**, comprised in **R.S. Dag Nos. 1526 & 1529, corresponding to L.R. Dag No. 1073**, under **R.S. Khatian Nos. 723 & 1021**, L.R. Khatian Nos. 3417, 3418, 5546 & 11047, lying and situated at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), having Holding No. AS/409(21/15), BL-JG & AS/404(21/15), BL-JT, in Ward No. 15 (at present Ward No.19), having Assessee Nos. 039853 & 048977, in the District North 24 Parganas.

The Sole Ownership of the said Sridam Karmakar (Landowner herrein), as per R.S. Dag and as per L.R. Dag Number, in the aforesaid total plot of

land measuring 16 (Sixteen) Cottahs 6 (Six) Chittacks 11 (Eleven) sq.ft. be the same a little more or less, is as under :

R.S. Dag No.	L.R. Dag No.	Sole Ownership		
		K-	CH-	SFT.
1526	1073	07-	14-	11
1529	1073	<u>08-</u>	<u>08-</u>	<u>00</u>
		16-	06-	11

5.1.1.18 **L.R. Records** : After having absolute sole possession and absolute sole ownership over the aforesaid total property, the said Sridam Karmakar (Landowner herrein) duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 11022, in L.R. Dag No. 1073 (R.S. Dag Nos. 1526 & 1529), having share 0.2291 out of 1.0000 share out of the total land in dag measuring 121 Decimals more or less, and the nature of the said land is 'Bastu'.

5.1.2 **SANCTION OF BUILDING PLAN, CONSTRUCTION OF BUILDING AND FORMATION OF PROPRIETORSHIP CONCERNED :**

5.1.2.1 **Sanction of Building Plan** : After having absolute sole possession and ownership over the aforesaid entire plot of land, the said Sridam Karmakar, Landowner herein, again freshly sanctioned a building plan on the said total/entire plot of land, and which is more fully described in the First Schedule hereunder written, from the concerned Bidhannagar Municipal Corporation, vide Building Permit No. SWS-OBPAS/2109/2025/1263/EXT/1 dated 15.02.2026.

5.1.2.2 **Construction of Building/Complex** : On the basis of the said sanctioned building plan, the said Sridam Karmakar (Landowner/Developer) herein, duly constructed a G+4 storied building namely **"NEELKANTHA ABASAN BLOCK-B"**, on the said total plot of land and which is more fully described in the PART – II of the First Schedule hereunder written.

5.1.2.3 **Formation of a Proprietorship Concern under the name and style of M/s. Karmakar Engineering Works** : The said Sridam Karmakar incorporated a Proprietorship Concern under the name and style of M/s.

Karmakar Engineering Works under which banner the total development process of the project will be carried on.

5.1.3 **DESIRE OF PURCHASE & ACCEPTANCE :**

5.1.3.1 **Desire of Purchasers for purchasing a Flat from the said Landowner/Developer herein :** The Purchasers herein perused and inspected Title Deed, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the said Landowner/Vendor/Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....',** on the **..... Floor,** **..... Side,** measuring **..... Square Feet be the same a little more or less of carpet area,** ALONGWITH a Covered Parking Area, on the Ground Floor, measuring **..... sq. .ft.,** being Covered Car Parking No..., lying and situated in the building namely **“NEELKANTHA ABASAN BLOCK-B”**, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common facilities and common amenities of the said flat, lying in the said building **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY].**

5.1.3.2 **Acceptance by Landowner/Vendor/Developer :** The said Sridam Karmakar, Proprietor of M/s. Karmakar Engineering Works, Landowner/Vendor/Developer herein, accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.3.3 **Consideration :** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, and subsequently the Purchasers herein already paid the same to the said Sridam Karmakar, Proprietor of M/s. Karmakar Engineering Works, Landowner/Vendor/Developer herein, as per memo attached herewith.

5.1.4 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.4.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.4.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor/Developer represents, warrants and covenants regarding encumbrances as follows :

6.1 **No Acquisition/Requisition :** The Landowner/Vendor/Developer has not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the present building is lying and declares that the Said Flat is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

6.1.1 **No Encumbrance :** The Landowner/Vendor/Developer has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell :** The Landowner/Vendor/Developer has good right, full power, absolute authority and indefeasible title to

grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

- 6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor/Developer herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor/Developer in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor/Developer from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase** : The Purchasers herein have approached to the Landowner/Vendor/Developer herein and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat from the Landowner/Vendor/Developer herein, and in this regard, an Agreement for Sale has already been executed in between the parties in respect of the said flat/said property.

8. **TRANSFER :**

- 8.1 **Hereby Made** : The Landowner/Vendor/Developer hereby sell, convey and transfer the Purchasers the entirety of his right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all

easement rights for egress and ingress of all common spaces, amenities and facilities **(said common portion)** in the said building, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said flat is attached herewith and hereinafter the purchasers shall possess the said property free from all encumbrances with absolute right to transfer the said property.

- 8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Landowner/Vendor/Developer herein, receipts of which the Landowner/Vendor/Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

- 9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

- 9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

- 9.1.2 **Absolute :** Absolute, irreversible and perpetual.

- 9.1.3 **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, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

- 9.2 **Subject to :** The transfer being effected by this Conveyance is subject to :

- 9.2.1 **Indemnification :** Indemnification by the Landowner/Vendor/Developer about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor/Developer about the correctness of his title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor/Developer shall at cost of the Purchasers, forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor/Developer and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor/Developer to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor/Developer with regard to which the Landowner/Vendor/Developer hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor/Developer hereby covenants that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor/Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor/Developer.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor/Developer declares that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor/Developer undertakes to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts :** The Landowner/Vendor/Developer hereby covenants that the Landowner/Vendor/Developer or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

9.2.8 **Completion Certificate/Occupancy Certificate/CC :**

It is the duty of the Developer to produce CC to the Purchaser or an application copy for CC on or before executing the Deed of Conveyance.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Entire Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring **16 (Sixteen) Cottahs 6 (Six) Chittacks 11 (Eleven) sq.ft.** be the same a little more or less, lying and situated at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in R.S. Dag Nos. 1526 & 1529, corresponding to **L.R. Dag No. 1073**, under R.S. Khatian Nos. 723 & 1021, **L.R. Khatian No. 11022** (in the name of Sridam Karmakar, Landowner/Developer herein), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, having Holding Nos. AS/409(21/15), BL-JG & AS/404(21/15), BL-JT, in Ward No. 15 (at present Ward No.19), having Assessee Nos. 039853 & 048977, [Swamijee Pally, Jyangra, P.O. Jyangra, Kolkata - 700059], in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted & bounded as follows :-

ON THE NORTH	:40 FT. WIDE ROAD [SWAMIJEE PALLY JYANGRA)].
ON THE SOUTH	:OTHER'S LAND.
ON THE EAST	:12 FT. WIDE ROAD.
ON THE WEST	:GANGATRI TOWER.

PART - I
THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of NEELKANTHA ABASAN Land & Premises]
[VIDE WBRERA NO. WBRERA/P/NOR/2025/002705]

ALL THAT piece and parcel of Bastu land measuring 9 (Nine) Cottahs 13 (Thirteen) Chittack 15.6 (Fifteen Point Six) sq.ft. be the same a little more or less, lying and situate at Mouza - Jyangra, J.L. No. 16, Re.Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1478, R.S. Dag Nos. 1526 & 1529 L.R. Dag No. 1073, under C.S. Khatian No. 723, R.S. Khatian No. 1021, L.R. Khatian Nos. 3417 & 3418, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), having Holding No. AS/409(21/15), BL-JG, in Ward No. 15, situated at Swamijee Pally (Jyangra) Road, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 1529 and Gangotri Tower.
 ON THE SOUTH : Other's Land
 ON THE EAST : Road
 ON THE WEST : Gangotri Tower.

PART - II
THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of NEELKANTHA ABASAN BLOCK - B Land & Premises]

ALL THAT piece and parcel of Bastu land measuring 6 (Six) Cottahs 8 (Eight) Chittacks 40.4 (Forty Point Four) sq.ft. be the same a little more or less, lying and situate at **Mouza - Jyangra**, J.L. No. 16, Re.Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1478, R.S. Dag Nos. 1526 & 1529 L.R. Dag No. 1073, under C.S. Khatian No. 723, R.S. Khatian No. 1021, L.R. Khatian Nos. 3417 & 3418, Previously A.D.S.R.O. Bidhannagar (Salt Lake City), Presently A.D.S.R.O. Rajarhat New Town, within the local limit of Bidhannagar Municipal Corporation (Previously Rajarhat Gopalpur Municipality), having Holding No. AS/404(21/15), BL-JT, in Ward No. 15, situated at Swamijee Pally (Jyangra) Road, P.O. Jyangra, Kolkata - 700059, in the District

North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : By Road and Gangotri Tower.
 ON THE SOUTH : By R.S. Dag No. 1526(P).
 ON THE EAST : By Common Passage.
 ON THE WEST : Gangotri Tower & R.S. Dag No. 1529(P).

THE SECOND SCHEDULE ABOVE REFERRED TO
[Sold Property/Said Property]
[Description of Flat]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of Carpet area**, consisting of Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq. ft., being Covered Car Parking No.... lying and situated in the said building namely **“NEELKANTHA ABASAN BLOCK-B”**, situated at Swamijee Pally Road (Jyangra), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO
Part-I
[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II
[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water tanks on the roof of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Elevators and allied machinery in the Said Building.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.

4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

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 purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.

Maintaining, repairing, 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 obstructions to the other occupants of the said property.

Mutating their names as owners of the said flat in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendor/developer derives from his title save and except that of demolishing or committing waste in respect of the flat described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said flat hereby purchased.

Obligations :

The purchasers shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The purchasers shall not make any additions and alterations in the said flat, whereby the main building may get damaged, but the purchasers shall be entitled to erect wooden partition in the flat for the purpose of their family requirement.

The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.

5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts her/his remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Sridam Karmakar
Proprietor of
M/S. Karmakar Engineering Works
Landowner/Vendor/Developer

2.

.....

M/s Karmakar Engineering Works
Sridam Karmakar
Proprietor

.....
Purchasers

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat & said covered parking area, which is morefully described in the Second Schedule hereinabove written together with the proportionate share of land mentioned in the First Schedule hereinbefore written, as per money receipts given to the purchasers.

Transfer/Cheque/Draft No.	Date	Bank's Name	Amount
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TOTAL : Rs.....

Witnesses :-

1.

2.

M/s Karmakar Engineering Works
Sridam Karmakar
Proprietor

Sridam Karmakar
 Proprietor of
 M/S. Karmakar Engineering Works
Landowner/Vendor/Developer