

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of November, Two Thousand and Twenty-Five (2025);

### **BETWEEN**

**ESTATE NANDALAL KORURI DECEASED** PAN **AAATE0627R**, represented by its Trustees **(1) SRI DIPAK KORURI**, PANAFGPK3792J, Aadhaar no. 957597640494, son of Late Samarendra Nath Koruri, by faith – Hindu, by occupation – Retired person, residing at 14/6A, Ram Kanta Bose Street, P.O. Bagbazar, Police Station – Shyampukur, Kolkata – 700003, **(2) SRI RAJAT KORURI**, PAN AVQPK2243J, Aadhaar no. 955792240993, son of Late Narayan Prasad Koruri, by faith – Hindu, by occupation – Retired person, residing at 16, Rasik Mitra Lane, P.O. Bagbazar, Police Station – Shyampukur, Kolkata – 700003, hereinafter called the **"OWNER"** (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owner herein duly represented by **VIBHA REALCON PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and amended Companies Act, 2013, PAN **AAICV5707C**, having its registered office at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its Director, **MRS. LILY SAMANTA**, PAN **BAIPS8113D**, Aadhaar no. 808591579077, wife of Sri Nisith Kumar Samanta, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, by virtue of Development Power of Attorney After Registration of Development Agreement dated 8<sup>th</sup> Day of May, 2023, which was registered in the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Page from 189745 to 189758, **Being No. 190206031 for the year 2023.**

**AND**

VIBHA REALCON PRIVATE LIMITED

*Lily Samanta*  
Director

**VIBHA REALCON PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and amended Companies Act, 2013, **PAN AAICV5707C**, having its registered office at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its Director, **MRS. LILY SAMANTA**, **PAN BAIPS8113D**, Aadhaar no. 808591579077, wife of Sri Nisith Kumar Samanta, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include its successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART.**

**AND**

[ if the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[ OR ]

[if the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the

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*Lily Samanta*  
Director



partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

#### WHEREAS :

- A. one Sri Nandalal Koruri purchased a plots of land measuring 5 ( five) Cottahs 12 (twelve) Chittacks be the same more or less together with building standing thereon lying and situated at 54/7, Raja Rajballav Street, Police Station – Shyampukur, Kolkata – 700003, within the limit of Kolkata Municipal Corporation Being Ward no. 008, under the jurisdiction of Sub Registrar of Calcutta, by a registered deed of conveyance as recorded in Joint Sub- Registrar of Calcutta and enter into Book No. 1, Volume No. 6,

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Director

Pages from 276 to 281, Being No. 630 for the year 1905 from Smt. Kusam Kumari Dassee alias Kusam Kumari Basu.

- B. the said Sri Nandalal Koruri purchased another plots of land measuring 8 (eight) Cottahs 3 (three) Chittacks be the same more or less together with building standing thereon lying and situated at 54/5/1, Raja Rajballav Street, Police Station – Shyampukur, Kolkata – 700003, within the limit of Kolkata Municipal Corporation Being Ward no. 008, under the jurisdiction of Sub Registrar of Calcutta, by a registered deed of conveyance as recorded in Joint Sub- Registrar of Calcutta and enter into Book No. 1, Volume No. 18, Pages from 112 to 118, Being No. 600 for the year 1909 from Sri Nani Lal Bacoly, Son of Late Hatu Ram Bacoly.
- C. the said Nandalal Koruri became the absolute owner of two plots of land measuring 5 (five) Cottahs 12 (twelve) Chittacks. be the same more or less together with building standing thereon lying and situated at previously 54/7 and presently 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 and another land measuring 8 Cottahs 3 Chittacks be the same more or less together with building standing thereon lying and situated at previously 54/5/1, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 and presently 16, Rasik Mitra Lane, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, under the jurisdiction of Additional Registrar of Assurances, Kolkata and also mutated his name with the Kolkata municipal corporation above two properties free from all encumbrances by payment of Taxes and they have every right to sell, grant and transfer the said property to any person or persons.
- D. during his life time the said Nandalal Koruri executed his last WILL and Testament on 24.04.1944 thereby revoking his earlier WILL and Testament on 20.09.1933 and the said WILL dated 24.04.1944 the said Testator created a Trust in respect of various properties owned by him in the city of Kolkata.
- E. Nandalal Koruri since deceased died on 21 st May 1944 after having made and published his last WILL and Testament on 24<sup>th</sup> April 1944 whereby he



appointed Smt. Suhasini Karuri and Sri Sudhir Prasad Koruri both since deceased as executor of his said Last WILL and Testament as also the trustees of the trust thereby created.

- F. the said Smt. Suhasini Karuri and Sri Sudhir Prasad Koruri duly applied to the Hon'ble High Court at Calcutta in its Testamentary and intestate jurisdiction for the grant of Probate of the said WILL.
- G. the said Will was duly proved and Probate thereof was granted by the said Hon'ble High Court at Calcutta to the said Smt. Suhasini Koruri and Sri Sudhir Prasad Koruri jointly on 25<sup>th</sup> July 1945.
- H. by his said Will dated 24<sup>th</sup> April 1944 the said Nandalal Koruri since deceased devised and bequeathed all rest and residuary of his properties, both real and personal unto and to the use of the Trustees upon certain trusts and with and subject to the power and provisions in the said Will declared and contained.
- I. by the said Will it was, inter alia, provided that the said Smt. Suhasini Koruri would have the power to appoint any one or two from amongst the sons of the said Nandalal Koruri as the trustee or trustees after her death or in case of her wishing to resign office of trustee owing to her old age or inability due to disease.
- J. by a deed of Appointment dated 20<sup>th</sup> September 1950 and registered in Book no. 4, Volume no. 64. Pages from 74 to 76, Being no. 4186 for the year 1950 with the Registrar of Assurances, Calcutta, the said Smt. Suhasini Koruri nominated and appointed the said Samarendra Nath Koruri, the Continuing Trustee to be trustee of the trust created by the said Will of Nandalal Koruri since deceased in her place and stead after her demise for the term of his natural life or until he shall voluntarily retire from the said office.
- K. the said Smt. Suhasini Koruri died on 15<sup>th</sup> day of March 1962.
- L. since the death of the said Smt. Suhasini Koruri the said Sudhir Prasad Koruri and the said Samarendra Nath Koruri, continuing Trustee were acting as the trustees of the said Trust Estate.

- M. the said Sudhir Prasad Karuri while acting as one of the Trustee of the said Trust as aforesaid died on 25<sup>th</sup> February 1981.
- N. after the demise of the Sudhir Prasad Karuri & Samarendra Nath Koruri, the continuing trustee felt it desirable to appoint Deba Prasad Karuri, son of Late Sudhir Prasad Koruri by a registered deed of Appointment dated 29.04.1981 to act as such trustee with the continuing trustee which was registered in the office of Registrar of Assurances, Calcutta vide Book no. IV, Being no. 1413 for the year 1981.
- O. the said Samarendra Nath Koruri during his life time appointed his son Dipak Koruri as such Trustee by a registered deed of Appointment of a Trustee dated 05.10.2004 with the confirmation of Debaprasad Koruri to act as such Trustee with Debaprasad Karuri another Trustee with all opinion prevailing power which was registered in the office of the Registrar of Assurances at Calcutta vide Book no. 1 Volume no. 1, Pages from 1 to 10, Being no. 5143 for the year 2004.
- P. the said Samarendra Nath Koruri while acting as one of the Trustee of the said Trust as aforesaid died on 30<sup>th</sup> November 2005.
- Q. after the demise of the Samarendra Nath Karuri, the continuing trustee felt it desirable to appoint a new Trustee in place and stead of the said Samarendra Nath Koruri, since deceased to act jointly as a Trustee of the said Trust Estate along with the continuing Trustee.
- R. the continuing Trustee has approached the said Dipak Koruri the new Trustee named in these presents to act as a trustee along with continuing Trustee of the said trust estate.
- S. the said new Trustee has expressed willingness and readiness to act as such Trustee in place and stead of the said Samarendra Nath Koruri along with the continuing Trustee.
- T. the said Deba Prasad Koruri during his life time appointed the said Dipak Koruri as such Trustee by a registered deed of Appointment of a Trustee



dated 05.10.2004 with the confirmation of Debaprasad Koruri to act as such Trustee by a registered deed of appointment of a Trustee dated 29. 12 . 2005 with confirmation of Dipak Koruri to act as such Trustee with Deba Prasad Koruri another Trustee which was registered in the Office of Registrar of Assurances at Calcutta, vide Book no. IV, Volume no. 118, Pages from 347 to 352, Being no. 6670 for the year 2005.

- U. the said Debaprasad Karuri while acting as one of the Trustee of the said Trust as aforesaid died on 9<sup>th</sup> February 2010.
- V. after the demise of the Deba Prasad Karuri, Dipak Koruri , the continuing trustee felt it desirable to appoint a new Trustee in place & stead of the said Deba Prasad Karuri since deceased to act jointly as trustee of the said Trust Estate along with the continuing Trustee.
- W. the continuing trustee Dipak Koruri appointed Sri Rajat Koruri, the new trustee by a registered deed of Appointment vide Book no. IV, CD Volume no. 6, Pages from 3474 to 3485, being no. 04536 for the year 2010 to act as such trustee along with the said Dipak Koruri.
- X. the said Dipak Koruri & Sri Rajat Koruri become the Trustees of the aforesaid trust and in exercise of the full power conferred and reserved in the said hereinbefore Last Will and Testament of the said Nandalal Koruri since deceased.
- Y. said Dipak Koruri & Sri Rajat Koruri filed an application Under Section 34 of the Indian Trust Act 1882 for leave be granted to the petitioners as trustees of the Trust of Nandalal Koruri since deceased to develop the Trust properties as 54, Raja Raj Ballav Street, Kolkata – 700003 & 16, Rasik Mitra Lane, Kolkata – 700003 vide case no. A. T. A. 7 of 2018 in the High Court at Calcutta in its Ordinary original Civil Jurisdiction in the prayer of the said application and upon hearing submission on behalf of petitioners trustees herein Hon'ble Justice Krishna Rao has been pleased to allow the prayer (a) dated 24.01.2023.

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Director

- Z. the said trustees of aforesaid trust complied the order of Hon'ble Justice Krishna Rao in a meeting of the petitioners and respondents (beneficiaries) & appointed the developer company Vivha Realcon Private Limited, having its Regd. Office at 117, B. K. Moitra Road, Kolkata – 700036, according to highest bit of other developer as such we are confirmed the proposal of the said developer by trustees with nine beneficiaries.
- AA. Said trustees of the trust amalgamated their two premises no. into a single premises in the Assessment Records of the Kolkata Municipal Corporation vide 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003, under Ward no. 008, Assessee no. 110083701201.
- BB. In the manner as state above, the First Party herein became the absolute Owner of ALL THAT piece and parcel of amalgamated land measuring 13 (Thirteen) Cottahs 15 (Fifteen) Chittacks be the same more or less lying and situated at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction of Additional Registrar of Assurances Kolkata, particularly mentioned and described in the First Schedule hereunder written and absolutely seized and possessed of the same free from all sorts of encumbrances and after getting the said property, the Owners/Vendors herein started occupying and enjoying the said property morefully described in the First Schedule hereinafter below free from all sorts of encumbrances and disturbances, charges and liens etc. from any corner whatsoever and paid relevant taxes thereon.
- CC. The said Owner herein decided to construct a building on the said land as per plan to be obtained from the Kolkata Municipal Corporation after demolition of the existing building standing thereon and accordingly the said Owner herein entered into a registered Development Agreement dated **8<sup>th</sup> Day of May, 2023** with **VIBHA REALCON PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and amended Companies Act, 2013, **PAN AAICV5707C**, having its registered office at

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*Lily Samanta*  
Director



117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its Director, **MRS. LILY SAMANTA, PAN BAIPS8113D**, Aadhaar no. 808591579077, wife of Sri Nisith Kumar Samanta, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Page from 190309 to 190341, **Being No. 190206021 for the year 2023.**

DD. The said Owner herein executed a registered Development Power of Attorney After Registration of Development Agreement dated 8<sup>th</sup> Day of May, 2023 and appointed **VIBHA REALCON PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and amended Companies Act, 2013, **PAN AAICV5707C**, having its registered office at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its Director, **MRS. LILY SAMANTA, PAN BAIPS8113D**, Aadhaar no. 808591579077, wife of Sri Nisith Kumar Samanta, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 117, B. K. Moitra Road, P.O. & Police Station – Baranagar, Kolkata – 700036, District – North 24 Parganas as Developer i.e. the Developer herein as their lawful attorney to act behalf of them which was registered in the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Page from 189745 to 189758, **Being No. 190206031 for the year 2023.**

EE. Thereafter as per terms and conditions of Development Agreement and Development Power of Attorney, the Developer herein constructed a G+VI storied building according to the sanctioned Plan being Plan No. **2025010029** dated 20.06.2025 issued by the Kolkata Municipal Corporation upon the said piece and parcel of land measuring about 3 Cottahs 3 Chittacks

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5 square feet morefully and particularly described in the FIRST SCHEDULE hereunder written.

FF. As per the allocation and/or allotment of Development Agreement dated 8<sup>th</sup> Day of May, 2023, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.

GG. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on .....**  
**under registration no. ....**

HH. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus ..... storied Building, measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction of Additional Registrar of Assurances Kolkata hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.



- II. By an Agreement for Sale dated ..... the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus Three storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction of Additional Registrar of Assurances Kolkata morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....)** **only** and the same was duly confirmed by the said Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....)** **only** as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction

of Additional Registrar of Assurances Kolkata morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

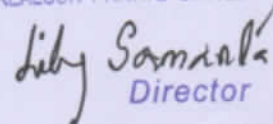
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*Lily Samanta*  
Director



3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.

VIBHA REALCON PRIVATE LIMITED

  
Director

9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of amalgamated land measuring 13 (Thirteen) Cottahs 15 (Fifteen) Chittacks be the same more or less lying and situated at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction of Additional Registrar of Assurances Kolkata and the same is Butted and Bounded as follows:

ON THE NORTH : BY 2A, Girish Avenue, Kolkata -

VIBHA REALCON PRIVATE LIMITED  
*Vibha Samanta*  
Director



700003;

ON THE SOUTH : BY 53, Raja Raj Ballav Street & Rasik Mitra Lane;

ON THE EAST : BY Part of 14, Ramkanta Bose Street & part of 14, Rasik Mitra Lane & 16, Rasik Mitra Lane;

ON THE WEST : BY Raja Raj Ballav Street.;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Flat)**

**ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building namely "**RADHA MADHAB NIVAS**", measuring an area of ..... **Square Feet super built up area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land, lying and situated at 54, Raja Rajballav Street, P.O. – Bagbazar, Police Station – Shyampukur, Kolkata – 700003 within the limit of Kolkata Municipal Corporation Being Ward no. 008, Assessee no. 110083701201 under the jurisdiction of Additional Registrar of Assurances Kolkata.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

VIBHA REALCON PRIVATE LIMITED

*Hily Samanta*  
Director

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Electrical expenses relating to operating water pump.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

VIBHA REALCON PRIVATE LIMITED

*Kily Samanta*  
Director



- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

VIBHA REALCON PRIVATE LIMITED  
*Hily Samanta*  
Director

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **VENDORS** at Kolkata in the presence of :

1.

2.

**SIGNATURE OF THE VENDORS**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata in the presence of:

1.

2.

VIBHA REALCON PRIVATE LIMITED

*Lily Samanta*  
Director

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata in the presence of:

1.

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**

Advocate

High Court, Calcutta.

Enl. No.



**RECEIPT**

**RECEIVED** from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....)** only by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

<b>Cheque No.</b>	<b>Date</b>	<b>Bank &amp; Branch Name</b>	<b>Amount</b>
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**Total** **Rs.00,00,000/-**

(Rupees.....) only

**SIGNATURE OF THE WITNESS**

1.

2.

VIBHA REALCON PRIVATE LIMITED  
*Siby Samanta*  
 Director

**SIGNATURE OF THE DEVELOPER**