

Convey/MASTER

DEED OF CONVEYANCE

THIS INDENTURE made on this day of Two Thousand and Twenty Four **BETWEEN PROFEETO REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act. 1956, having Income Tax Permanent Account No. (PAN) "**AAMCP4132F**", having its registered office at L/51/1202, L-51, Spriha, Sp Shukhobristhi, AA-III, New Town, Post Office – New Town, Police Station – New Town now Technocity, Kolkata – 700 135, in the District of North 24-Parganas, represented by its Directors viz.; **(1) SABIR ALI MOLLAH** son of Meherul Mollah, having Income Tax Permanent Account No. (PAN) "**BFKPM4896L**", Aadhaar No. **5525-4321-5797**, residing at Padmabila, Post Office – Bithari, Police Station – Swarupnagar, in the District of North 24-Parganas, PIN – 743 286, **(2) MOHAMMAD AMINUL ISLAM** son of Mohammad Salauddin, having Income Tax Permanent Account No. (PAN) "**ABHPI7766B**", Aadhaar No. **5703-1600-8132**, residing at SP Sukhobristi 12th Floor, L/51/1202, Shapoorji Pallonji

Road, Newtown Action Area 3, Patharghata, Post Office – New Town, Police Station – New Town now Technocity, Kolkata – 700 135, in the District of North 24-Parganas, both are by faith – Muslim, by occupation – Business, both are Indian Citizen, hereinafter called the **VENDOR**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the 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) of the **FIRST PART**. The Vendor herein is represented by its Constituted Attorney **GITANJALI ENTERPRISE**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AANFG9297L**", having its office at 9A, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, represented by its partners viz.;

(1) MRS. RIKU CHAKRABORTY ROY wife of Sri Rahul Roy, having Income Tax Permanent Account No. (PAN) "**AYSPC3747N**", Aadhaar No. **3451-4412-0310**, residing at 7/1D, Naba Gouranga Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, **(2) MR. ARPO DAS** son of Sri Kamalendu Das, having Income Tax Permanent Account No. (PAN) "**ARDPD8610M**", Aadhaar No. **5208-8558-1914**, residing at NB-88, Arjunpur Uttar Para, Post Office – North Arjunpur, Police Station – Baguiati, Kolkata – 700 059, in the District of North 24-Parganas, **(3) MR. SANKET KUMAR JHA alias MR. SANKET JHA** son of Sri Vinodanand Jha, having Income Tax Permanent Account No. (PAN) "**AENPJ7030A**", Aadhaar No. **4239-2149-4291**, residing at 3/50/1, East Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, all are by faith – Hindu, by occupation – Business, all are Indian Citizen, vide Power of Attorney dated 31.07.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 513183 to 513228, Being No. 190410643 for the year 2023 and Power of Attorney dated 08.08.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 553406 to 553447, Being No. 190411189 for the year 2023.

AND

GITANJALI ENTERPRISE, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AANFG9297L**", having its office at 9A, N.G. Basak Road, Post Office – Mall Road, Police

Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, represented by its partners viz.; **(1) MRS. RIKU CHAKRABORTY ROY** wife of Sri Rahul Roy, having Income Tax Permanent Account No. (PAN) "**AYSPC3747N**", Aadhaar No. **3451-4412-0310**, residing at 7/1D, Naba Gouranga Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, **(2) MR. ARPO DAS** son of Sri Kamalendu Das, having Income Tax Permanent Account No. (PAN) "**ARDPD8610M**", Aadhaar No. **5208-8558-1914**, residing at NB-88, Arjunpur Uttar Para, Post Office – North Arjunpur, Police Station – Baguiati, Kolkata – 700 059, in the District of North 24-Parganas, **(3) MR. SANKET KUMAR JHA alias MR. SANKET JHA** son of Sri Vinodanand Jha, having Income Tax Permanent Account No. (PAN) "**AENPJ7030A**", Aadhaar No. **4239-2149-4291**, residing at 3/50/1, East Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, all are by faith – Hindu, by occupation – Business, all are Indian Citizen, hereinafter called the **PROMOTER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the 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) of the **SECOND PART**.

AND

(1) son of Mr., having Income Tax Permanent Account No. (PAN) ".....", Aadhaar No., **(2)** wife of, having Income Tax Permanent Account No. (PAN) ".....", Aadhaar No., both are by faith – Hindu, by Occupation – and respectively, both residing at, Post Office –, Police Station –, PIN –, both are Indian Citizen, hereinafter called the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS One (i) Shri Dhananjoy Mondal and (ii) Shri Dukhiram Mondal both sons of Late Harendra Nath Mondal, both resident of Atghara, Kalikapur, P.S. Rajarhat, 24 Parganas now North 24 Parganas were the joint owners of bagan/danga land measuring an area of 1.27 Acre (one Acre twenty seven Decimals) comprised in C.S. Dag No. 651, under C.S. Khatian No. 103, lying at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of purchase from (i) Miya Chaddin Mondal son of Late Bahadur Mondal (ii) Maniraddin Mondal, son of Bholai Mondal (iii) Keramat Ali Mondal son of Late Hela Laddin Mondal (iv) Karim Box Mondal & (v) Abbas Ali Mondal both sons of Keramat Ali Mondal all resident of Teghari, P.S. Rajarhat, (vi) Mst. Amena Khatun Bibi wife of late Golam Hochhen Molla, residing at Joypur, P.S. Bhangar, District – 24 Parganas now South 24 Parganas by a registered Deed of Sale (Bengali language Suff Bikray Kobala), registered at the office of the Bhangar, 24 Parganas now South 24 Parganas and recorded in Book No. I, Being No. 2758 for the year 1948 on 13/07/1948 against valuable consideration mentioned thereon and by virtue of above purchase, each of them entitled as $\frac{1}{2}$ share out of said purchase land.

AND WHEREAS While seized and possessed of the said plot of land by virtue of above purchase the said Shri Dukhiram Mondal duly recorded his name to BL & LR office in L.R. Settlement Operation being L.R. Khatian No. 252 and the said office Authority recorded the said land measuring an area of 63.50 Decimals as $\frac{1}{2}$ share out of 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No.10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas as absolute owner and possessor thereof.

AND WHEREAS While seized and possessed of the said plot of land, the said Shri Dukhiram Mondal died in childless, leaving behind his only wife namely Golapi Mondal, the Vendor therein as his only legal heir to his estate and she become the owner of the said land measuring an

area of 63.50 Decimals as $\frac{1}{2}$ share out of 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying at Mouza - KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of inheritance from her husband and/or in terms of the Hindu Succession Act. 1956. And thereafter she sold out a portion from the same and remaining land measuring 16.51 Decimals is under her full possession.

AND WHEREAS Since then, Golapi Mondal was seized and possessed of the aforesaid plot of bagan land measuring an area of 16.51 Decimals comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of above inheritance from her husband and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in her name as absolute owner and possessor thereof and has the full right to dispose or transfer the same to others as Golapi Mondal shall think fit and proper.

AND WHEREAS by a Deed of Conveyance dated 26.11.2021, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Being No. 16745 for the year 2021, Golapi Mondal, described therein as the Vendor, sold, transferred and conveyed to Profeeto Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **16.51 Decimals** be the same a little more or less as 0.1300 share out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

AND WHEREAS While seized and possessed of the aforesaid plot of land said Golapi Mondal Gifted and transferred to her cousin SHRI ASTAPADA NASKAR, ALL THAT piece or parcel

of Bagan land measuring an area of 17 Decimal equivalent to 10 (Ten) Katha 5 (Five) Chittack, out of 1 Acre 27 Decimal, comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, by a registered deed of Gift dated 22/11/2018, registered at the A.D.S.R.O. Rajarhat, New Town, copied in Book No. 1. Volume No. 1523-2018, Pages from 427098 to 427115, Being No. 12873 for the year 2018.

AND WHEREAS While seized and possessed of the aforesaid Gift the said Shri Astapada Naskar, absolute owner of aforesaid land and thereafter he recorded his name in B.L. & L.R.O. Rajarhat, under L.R. Khatian No. 3288, land measuring an area of 17 Decimal more or less (as share 0.1339) out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437 and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Shri Astapada Naskar was well seized and possessed of the aforesaid plot of Bagan land measuring an area of 17 Decimal more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to any body in any way as Shri Astapada Naskar shall think fit and proper.

AND WHEREAS by a Deed of Conveyance dated 18.04.2022, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Volume No. 1523-2022, Page from 275208 to 275239, Being No. 152306800 for the year 2022, Shri Astapada Naskar, described therein as the Vendor, sold, transferred and conveyed to Profeeto

Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **16.50 Decimals**, equivalent to **10 (Ten) Cottahs** be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 now 3288 (in the name of Shri Astapada Naskar), lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

AND WHEREAS Profeeto Realtors Private Limited, after the aforesaid two nos. of Deed of Conveyance, duly mutated its name in the records of B.L. & L.R.O. being L.R. Khatian No. 3782.

AND WHEREAS Profeeto Realtors Private Limited, the Vendor herein, is well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of **33 Decimals** equivalent to 20 Cottahs be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

AND WHEREAS the Vendor has entered into a Development Agreement dated 31.07.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 513183 to 513228, Being No. 190410643 for the year 2023 with **Gitanjali Enterprise**, the Promoter herein, to construct a G+..... storied building as per Sanction Plan No. dated of Patharghata Gram Panchayat, on the terms and conditions set forth therein.

AND WHEREAS while seized and possessed of the aforesaid plot of land, said Golapi Mondal gifted and transferred to her cousin Shri Astapada Naskar ALL THAT piece or parcel of Bagan land measuring an area of 30.48 Decimal equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the

Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, by a registered deed of Gift dated 20.11.2018, registered at the A.D.S.R.O. Rajarhat, New Town, copied in Book No. I, Volume No. 1523-2018, pages from 424597 to 424612, being No. 12844 for the year 2018.

AND WHEREAS While seized and possessed of the aforesaid Gift the said Shri Astapada Naskar, absolute owner of aforesaid land and thereafter he recorded his name in B.L. & L.R.O. Rajarhat, under L.R. Khatian No. 3288, land measuring an area of 30.48 Decimal more or less (as share 0.2400) out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437 and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Shri Astapada Naskar was well seized and possessed of the aforesaid plot of Bagan land measuring an area of 30.48 Decimal equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as Shri Astapada Naskar shall think fit and proper.

AND WHEREAS by a Deed of Conveyance dated 01.08.2023, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Volume No. 1523-2023, Page from 371676 to 371699, Being No. 152311410 for the year 2023, Shri Astapada Naskar, described therein as the Vendor, sold, transferred and conveyed to Profeeto Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **30.48 Decimals** equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 now 3288 (in the name of Shri Astapada Naskar), lying and

situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

AND WHEREAS Profeeto Realtors Private Limited, after the said purchase, duly mutated its name in the records of B.L. & L.R.O. under L.R. Khatian No. 3995.

AND WHEREAS Profeeto Realtors Private Limited, the Vendor herein, is well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of **30.48 Decimals** equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 thereafter 3288 (in the name of Shri Astapada Naskar) now 3995, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

AND WHEREAS the Vendor has entered into a Development Agreement dated 08.08.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 553406 to 553447, Being No. 190411189 for the year 2023 with **Gitanjali Enterprise**, the Promoter herein, to construct a G+4 storied building as per Sanction Plan No. dated of Patharghata Gram Panchayat, on the terms and conditions set forth therein.

AND WHEREAS in terms of the 2 Nos. Development Agreement dated 31.07.2023 and 08.08.2023, the Promoter has started construction of a G+4 storied building in **ALL THAT** piece or parcel of land measuring an area of **63.48 Decimals** equivalent to 38 Cottahs 07 Chittacks 14 Sq.ft. be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (**RERA**) at Kolkata on under registration number

The Said Land is earmarked for the purpose of building a project, comprising G+4 storied apartment buildings and the known as "**APONJON HOUSING COMPLEX**" said project.

AND WHEREAS by an Agreement the Vendors herein as the First Part and Promoter herein as Second Part and the Allottee(s) as the Third Part, the Vendors and Promoter have agreed to sell and the Allottee(s) have agreed to purchase the **Residential Flat No.** on the Floor, measuring carpet area **Sq.ft.**, super built up area **Sq.ft.**; (Built up area **Sq.ft.** and Balcony Carpet Area **Sq.ft.**) **more or less** constructed strictly in accordance with the said building plan with good and standard material and including undivided proportionate share in the land of the demised premises and proportionate share of lift, stair case, lobbies, and overhead tank, pump room, durwan room, and common areas etc. as per the said sanctioned plan of R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas, more fully and particularly described in the First Schedule hereunder written at or for a total consideration of **Rs./-** (Rupees only) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration **Rs./-** (Rupeesonly) of the lawful money paid by the Allottee(s) to the Promoter on or before the execution of these presents, (the receipt whereof the Promoter hereby as also by memo hereunder written admit, acknowledge) and from the same and every part thereof hereby acquit release and forever discharge the Allottee(s), their heirs, successors legal representatives executors administrators and assigns and successor-in interest). The vendors and the Promoter herein doth hereby jointly and/or severally sell transfer convey and assign and assure unto and to the said Allottee(s) herein ALL THAT the said **Residential Flat No.** on the Floor, measuring carpet area **Sq.ft.**,

super built up area **Sq.ft**; (Built up area **Sq.ft**. and Balcony Carpet Area **Sq.ft**.) **more or less** more fully described in the second schedule hereunder written along with the cost of common areas, half of the depth of the partitioned walls, stairs, staircase, landings, Lift and common passage, drains, sewers, water pipes and all other fixtures and equipment of common utility in terms of sq.ft. appertaining to the said building and more fully described in the third schedule hereunder written TOGETHER WITH proportionate undivided impartible share and or interest in the land underneath the said building more fully described in the first schedule hereunder written AND THE REVERSION OR REVERSIONS REMAINDER OR REMAINDERS AND THE RENTS ISSUES AND PROFITS of in connection with the said flat and the properties appurtenant TO HAVE AND HOLD the said flat and the properties appurtenant thereto hereby granted, sold, transferred, assigned and assure of expressed or intended so to be unto and to the use of the Allottee(s) absolutely the forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any condition use trust or other things whatsoever in alter, defect encumbrances of make void the same AND NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendors and the Promoter have now good, right full power and absolute authority to grant, sell, transfer, convey, assign and assure the proportionate undivided impartible share and/or interest in the land and the said flat hereby granted, sold, transferred, conveyed, assigned and assured of expressed or intended, so to be unto and to the use of the Allottee(s) in the manner aforesaid and that the Allottee(s) shall and may from time to time and as all time hereafter peaceably and quietly possess and enjoy the said flat hereby granted, sold, transferred, convey, assigned and assured or expresses or intended so to be unto and to the use of the manner aforesaid and receive the rents issues and profits thereof without lawful eviction interruption claims or demand whatsoever from or by the Vendors as well as by the Promoter or by any persons of lawfully or equitably claiming or to claim from under or in trust for the Vendors and the Promoter AND THAT free and clear and freely and clearly and absolutely acquitted exonerated, discharged or otherwise by the Vendors and the Promoter well and sufficiently save defended kept harmless and indemnified of from and or from and against all and all manner of forms or other estate, rights, title, leases, mortgage, charges, trusts, wafts doubters, attachments, executions, lispens, claims, demands and encumbrances made or done, occasioned or suffered by the Vendors and the Promoter or any person/s lawfully or equitably claiming or to claim by from through under or in trust for the Vendors and the Vendors and the Promoter and Allottee(s) doth hereby covenant hereto as follows :-

1. That the Allottee(s) shall and may as all times hereafter peaceably and quietly possess and enjoy the said flat with common areas and facilities AND THAT the Allottee(s) being the absolute owner of the said flat shall have all right to sell, transfer, mortgage, rent and assign the said flat in any manner they likes and that the other flat owners including the Vendors / Promoter / Society / Association / Company or any Persons Claiming hereto shall have no right to give any objection to such transfer.
2. That the Allottee(s) hereto of the said flat shall always be entitled to pass, repass and to have ingress and egress to and from the main gate of the said building and through and from all the common stairs, landings and passages for the purpose of going and carrying all luggage and articles without causing any disturbance or annoyance and inconvenience to the other occupiers and inmates of the said building and without causing any loss or damage or injure or encroachment whatsoever to the said building.
3. That the Allottee(s) will and shall maintain the said flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially affect the other floors of the said building.
4. That the Allottee(s) will and shall pay her share or rates and taxes proportionately relating to the said building being R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas, until separation and mutation is effected in respect of the said flat and separate assessment is made thereby.
5. That the Allottee(s) hereby agrees that in the event any amount becomes payable on any account whatsoever to the Patharghata Gram Panchayat or any other statutory authority under the law for betterment fees or charges or development tax or similar nature the same shall be reimbursed by the Allottee(s) hereto in proportion to the area of the flat purchased by the Allottee(s) hereto.

6. That the Allottee(s) shall at all times hereafter indemnify the Vendors and the Promoter for non observance and non performance of covenants and conditions contained in these presents as are required to be observed and performed by the Allottee(s) of the said flat.

7. That so long the said flat of the said building shall not be separately assessed for Municipal taxes, the Allottee(s) hereto shall pay the proportionate share of the Municipal taxes rates (owners and occupiers both assessed for the whole building and that such apportionment shall be made by the Promoter or by its nominees in consultation with the existing flat owner occupiers.

8. That it is hereby agreed that the Allottee(s) hereto shall not at any time demolish or damage or cause to be damaged or demolished the said flat or any part thereof nor will be as any time make or cause to be made any structural additions or alteration of whatsoever nature to the said flat or any part thereof and no extra further load on any of the floors including top roof and anywhere in the entire building complete in the manner of gardening replacement or decoration of floors by marble slabs tiles or the like is permissible.

9. That common wall/s must not be destroyed or damaged or deshaped or otherwise mutilated by way of hooking etc. Passage right through the main entrance is common to all of the owners of the flats in the complex.

10. That the Allottee(s) hereto of the said flat shall apply for and take electric meter in their own name for the supply and consumption of electricity and shall pay all rents and consumption charges therefore regularly {The Promoter shall make the arrangement for electric connection from the respective authority. Documents & Charges shall be borne by the Allottee(s)}. The Vendors hereto shall give their consent to any such application made by the Allottee(s) hereof.

11. The Allottee(s) hereto of the said flat shall not store or attach or plant or permit to be stored or attached or planted any heavy machinery for manufacturing purpose on the floor of the said flat or any portion thereof or to hang the same from the beams or rafters thereof but nothing herein contained shall prevent the fittings of electric lines, air conditioner or fans or such other electrical fittings purely for domestic purpose as may be required by the said flat owner.

12. The Allottee(s) shall not throw or accumulate dirt, rubbish rags or other refused or permits the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion or the said building.

13. That the Allottee(s) shall have the right to affix or draw any wires, pipes, cable etc. from or through any common parts or common portions or other units save in the manner mentioned or herein or be permitted by the Promoter or Association.

14. That the Allottee(s) shall not keep any heavy articles or things as are likely to damage the floor/s and/or operate machine/s save that for usual purely domestic purposes.

15. That the Allottee(s) shall have the common right of user and enjoyment of the roof with right to raise temporary structures namely Pandal etc. and to use to same purely on temporary basis for holding any social and marriage function but shall not have any right, title or interest to occupy thereto or any portions thereof permanently or to retain the Pandal or structure on constitution thereon and the Allottee(s) their heirs, executors, administrators, representatives and assigns shall nor claim any right for further construction on the roof for any purpose.

FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land measuring an area of **63.48 Decimals** equivalent to 38 Cottahs 07 Chittacks 14 Sq.ft. be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas.

<u>R.S. & L.R. DAG NO.</u>	<u>L.R. KHATIAN</u>	<u>AREA</u>
437	3782	33.00 Decimal
437	3995	<u>30.48 Decimal</u>
		<u>63.48 Decimal</u>

The property is butted and bounded as follows: -

ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the flat)

ALL THAT Residential Flat No. on the Floor, measuring carpet area **Sq.ft.**, super built up area **Sq.ft.**; (Built up area **Sq.ft.** and Balcony Carpet Area **Sq.ft.**) **more or less** and consisting of Bed Rooms, **ONE** Living-cum-dining space, **ONE** Kitchen, **TWO** Toilets, **ONE** Balcony, with proportionate share in the land more fully and particularly described in the first schedule hereunder written and share of common stair case common landing, common lobbies common corridors, common Roof, Lift etc. of C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas. The floor of the flat is finished by Vitrified Tiles. The Flat will be used for Residential purpose.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Schedule of common portions/facilities)

1. Lift, Staircase on all the floors of the said multi-storied building.
2. Common landings, lift.
3. Common passage including main entrance leading to the ground floor.
4. Water pump, water tank overhead tank and water supply line.
5. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
6. Drainages, sewerage, septic tank and all pipes and other installations for the same.
7. Meter room, Darwan room.

8. Boundary walls and main gate.
9. Such other common parts areas equipment, installations, fittings, fixtures and spaces in or about the said land, the premises and the building as are necessary for passage and/or use of the unit in common by the co-owners appertaining to proportionate cost in terms of sq.ft.

FOURTH SCHEDULE
(Common expenses)

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipment and installations comprised in the common portion including the cost of repairing replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Cost and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and the building (save and except those separately assessed in respect of any unit of the Allottee(s)).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations, expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion.
10. Creation of funds for replacement, renovations and/or periodical expenses.
11. All expenses referred above shall be borne and paid proportionate in common by the co-owners.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS

- a) 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 Allottee(s) 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 Allottee(s) shall co-operate with the Vendors 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.

b) Upon formation of the Association/Society the Promoter shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the Allottee(s) or otherwise after adjusting all amounts their remaining due and payable by the Allottee(s) and the amounts so transferred henceforth be so held the Association/Society under the account of Allottee(s) for the purpose of such deposit.

c) The Association Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the Vendors for all liabilities due to non fulfillment of their respective obligations by the co-owners and/or the Association/Society.

COMMON FACILITIES

The co-owners, occupiers, society, syndicate, or association shall allow one another the following easement and quasi-easement rights, privileges etc.:-

- a) Right of common passage in all the common portions to each and every part of the said building including the said unit including connection for TV. Pipes cables etc. to the extent necessary.
- b) Right or protection of each portion of each other.
- c) Absolute unfettered and unencumbered right over the common part and common portion.
- d) Such right in support of easement and appurtenances usually held acquired or enjoyed as part and parcel of the said undivided proportionate share and/or the said unit.

IN WITNESSETH WHEREOF' the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

GITANJALI ENTERPRISE

Partner

GITANJALI ENTERPRISE

Partner

GITANJALI ENTERPRISE

Partner

As constituted attorney of Profeeto
Realtors Private Limited.

SIGNATURE OF THE VENDOR

GITANJALI ENTERPRISE

Partner

GITANJALI ENTERPRISE

2)

Partner

GITANJALI ENTERPRISE

Partner

SIGNATURE OF THE PROMOTER

SIGNATURE OF THE ALLOTTEE(S)

Drafted by: -

MR. ARUN KUMAR BHAUMIK (Advocate),
Calcutta High Court, Reg. No. WB-905/1983,
63/21, Dum Dum Road, Surer Math,
P.O. – Motijheel, P.S. – Dum Dum,
Kolkata – 700 074, Phone No. 9830038790,
e-mail ID – arun_bhoumik@yahoo.com

MEMO OF CONSIDERATION

RECEIVED from the within named **Allottee(s)** the sum of **Rs.00**
(Rupees only) as detailed herein below for proposed sale of the said Flat at
"APONJON HOUSING COMPLEX".

Pay Date	Mode	Instrument No	Bank	Branch	Amount
					Rs. .00
					Rs. .00
Total					Rs. .00

(Rupees only)

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

GITANJALI ENTERPRISE

Partner
GITANJALI ENTERPRISE

Partner
GITANJALI ENTERPRISE

Partner

SIGNATURE OF THE PROMOTER