

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
 - 3.1 **PRABIR KUMAR SAHA [PAN. AZSPS6841C], [AADHAAR NO. 714687343169] [MOBILE NO. 8910601788]**, son of Late Rashbehari Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.
 - 3.1.1 **RUNU SAHA [PAN. DDGPS1385Q], [AADHAAR NO. 691504939587] & [MOBILE NO. 9830185566]**, wife of Prabir Kumar Saha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.
 - 3.1.2 **PRIYANKA SAHA @ PRIYANKA SAHA GAYEN [PAN. DMQPS6693G] [AADHAAR NO. 494158466521] & [MOBILE NO. 9830185566]**, wife of Ashis Gayen, daughter of Prabir Kumar Saha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

The said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, jointly represented by their constituted attorney, **PADMA DEVELOPER [PAN. AGRPG4353M]**, having it's office address at Swapna Apartment, Ground Floor, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by it's Proprietor namely **SOUMEN GHOSH [PAN. AGRPG4353M], [AADHAAR NO. 361650255805] & [MOBILE NO. 9831558450]**, son of Late Sadhan Ghosh, residing at Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 24.12.2020, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 3887 to 3913, being Deed No. 152309720 for the year 2020.

Hereinafter jointly and collectively called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their director in office, office bearers, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

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

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **PADMA DEVELOPER [PAN. AGRPG4353M]**, a Proprietorship Concern, having it's office address at Swapna Apartment, Ground Floor, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by it's Proprietor namely **SOUMEN GHOSH [PAN. AGRPG4353M], [AADHAAR NO. 361650255805] & [MOBILE NO. 9831558450]**, son of Late Sadhan Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser and the Developer 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 super built up area**, lying and situated in the building complex namely **“MIRA KUNJA”**, situate at Jhawtala Road (Atghara), P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said

said property, lying in the said building/complex [**SOLD PROPERTY/SAID PROPERTY**].

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

5.1 **Representations and Warranties Regarding Title :** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN & TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) PRABIR KUMAR SAHA, (2) RUNU SAHA & (3) PRIYANKA SAHA @ PRIYANKA SAHA GAYEN, LAND OWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, UNDER (1) Deed No. 11614 for the year 2017 & (2) DEED NO. 152304661 FOR THE YEAR 2018, AS IS FOLLOWS :**

5.1.1.1 **Absolute Ownership of (1) Karim Box Mondal & (2) Elejaan Bibi :** One (1) Karim Box Mondal, son of Late Echhmail Mondal & (2) Elejaan Bibi, wife of Late Echhmail Mondal were the absolute joint owners of land measuring 136 (One Hundred Thirty Six) Decimals more or less (including land measuring 40 Decimals more or less in C.S. Dag No. 155, R.S. Dag No. 157), under C.S. Khatian No. 50, lying and sitaute at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by receiving the same way of inheritance from their deceased father and deceased husband, Echhmail Mondal.

5.1.1.2 **Jointly Sale by the said (1) Karim Box Mondal & (2) Elejaan Bibi to Upendra Nath Dhali :** The said (1) Karim Box Mondal & (2) Elejaan Bibi jointly sold, transferred and conveyed their aforesaid land, to one Upendra Nath Dhali, by the strength of a Registered Deed of Conveyance, registered on 15.06.1932, registered in the office of the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, being Deed No. 1226 for the year 1932.

5.1.1.3 **Demise of Upendra Nath Dhali :** While in absolute possession and absolute ownership over the aforesaid property, the said Upendra Nath Dhali died intestate, leaving behind his five sons namely (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali, as his heirs and successors in interest in respect of the aforesaid property, left by the said Upendra Nath Dhali, since deceased.

5.1.1.4 **Absolute Joint Ownership & Record by (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Upendra Nath Dhali, the said (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali, became the absolute joint owners of the aforesaid land measuring 136 (One Hundred Thirty Six) Decimals more or less (including land measuring 40 Decimals more or less in C.S. Dag No. 155, R.S. Dag No. 157), under C.S. Khatian No. 50, lying and sitaute at

Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

After having absolute possession and absolute ownership over the aforesaid property, the said (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali, duly recorded their names in the record of the Revisional Settlement, in R.S. Khatian No. 49, R.S. Dag No. 157.

- 5.1.1.5 **Demise of Gour Dhali** : The said Gour Dhali, son of Late Upendra Nath Dhali, died intestate, leaving behind his wife namely Golapi Dhali and three sons namely (1) Bibhuti Bhusan Dhali, (2) Ananda Kumar Dhali & (3) Sunil Kumar Dhali as his heirs and successors in interest in respect of his share in the aforesaid property left by the said Gour Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.
- 5.1.1.6 **Demise of Sudarshan Dhali** : The said Sudarshan Dhali, son of Late Upendra Nath Dhali died intestate, leaving behind his only wife namely Tarubala Dhani as his only heir and successor in interest in respect of his share in the aforesaid property, left by the said Sudarshan Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.
- 5.1.1.7 **Demise of Krishnapada Dhali** : The said Krishnapada Dhali, son of Late Upendra Nath Dhali died intestate, leaving behind his only son namely Jitendra Nath Dhani as his only heir and successor in interest in respect of his share in the aforesaid property, left by the said Krishnapada Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.
- 5.1.1.8 **Absolute Joint Ownership of Sarat Chandra Dhali & Others** : Thus on the basis of the aforesaid facts and circumstances, the said (1) Sarat Chandra Dhali, (2) Subodh Chandra Dhali, (3) Golapi Dhali, (3a) Bibhuti Bhusan Dhali, (3b) Ananda Kumar Dhali, (3c) Sunil Kumar Dhali, (4) Tarubala Dhali & (5) Jitendra Chandra Dhali, became the absolute joint owners of the aforesaid land measuring 136 (One Hundred Thirty Six) Decimals more or less (including land measuring 40 Decimals more or less in C.S. Dag No. 155, R.S. Dag No. 157 under C.S. Khatian No. 50, R.S. Khatian No. 49), lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.9 **Joint Sale by Sarat Chandra Dhali & Others to Sankar Mondal & Ownership of Sankar Mondal under Deed No. 5977 for the year 1984** : The said (1) Sarat Chandra Dhali, (2) Subodh Chandra Dhali, (3) Golapi Dhali, (3a) Bibhuti Bhusan Dhali, (3b) Ananda Kumar Dhali, (3c) Sunil Kumar Dhali, (4) Tarubala Dhali & (5) Jitendra Chandra Dhali, jointly sold, transferred and conveyed a plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less out of their aforesaid joint possession/ownership, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa.

No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Sankar Mondal, son of Sanyasi Mondal, by the strength of a Registered Deed of Conveyance, registered on 06.11.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, being Deed No. 5977 for the year 1984.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5977 for the year 1984, the said Sankar Mondal, became the absolute owner of the aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas

5.1.1.10 **Again Joint Sale by the said Sarat Chandra Dhali & Others to Tapan Kumar Dey & Absolute Ownership of Tapan Kumar Dey under Deed No. 5979 for the year 1984 & Registered General Power of Attorney :** The said (1) Sarat Chandra Dhali, (2) Subodh Chandra Dhali, (3) Golapi Dhali, (3a) Bibhuti Bhusan Dhali, (3b) Ananda Kumar Dhali, (3c) Sunil Kumar Dhali, (4) Tarubala Dhali & (5) Jitendra Chandra Dhali, jointly sold, transferred and conveyed a plot of land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Tapan Kumar Dey, by the strength of a Registered Deed of Conveyance, which was registered on 06.11.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 5979 for the year 1984.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5979 for the year 1984, the said Tapan Kumar Dey, became the absolute owner of the aforesaid plot of land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

It is to be noted here that the said Tapan Kumar Dey executed a Registered General Power of Attorney, wherein, the said Tapan Kumar Dey appointed and nominated one Jayanta Kumar Dey, son of Debkantha Dey, as his constituted attorney, with power to sell, transfer and convey his aforesaid property to any third parties. The said General Power of Attorney was registered on 06.11.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. IV, being Deed No. 52 for the year 1984.

5.1.1.11 **Sale by the said Sankar Mondal to Chaya Chakraborty & Absolute Ownership of Chaya Chakraborty under Deed No. 7050 for the year 1984 :** The said Sankar Mondal sold, transferred and conveyed his aforesaid

purchased land (purchased under Deed No. 5977 for the year 1984, as mentioned in Clause No. 5.1.1.1.9) measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Chaya Chakraborty, wife of Sankar Chakraborty, by the strength of a Registered Deed of Conveyance, registered on 14.12.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 113F, Pages 415 to 422, being Deed No. 7050 for the year 1984.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 7050 for the year 1984, the said Chaya Chakraborty, became the absolute owner of the aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.12 **Sale by the said Tapan Kumar Dey to one (1) Bidyut Kumar Roy, (2) Badal Chandra Roy & (3) Pradyut Kumar Roy** : The said Tapan Kumar Dey, represented by his constituted attorney, Jayanta Kumar Dey, son of Debkantha Dey (out of his ownership as described in Clause No. 5.1.1.1.10) sold, transferred and conveyed a plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Bidyut Kumar Roy, (2) Badal Chandra Roy & (3) Pradyut Kumar Roy, all sons of Makhan Lal Roy, by the strength of a Registered Deed of Conveyance, which was registered on 01.02.1985, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 14F, Pages 441 to 450, being Deed No. 740 for the year 1985.
- 5.1.1.13 **Sale by the said (1) Bidyut Kumar Roy, (2) Badal Chandra Roy & (3) Pradyut Kumar Roy to one Ava Chandra & Absolute Ownership of Ava Chandra under Deed No. 3312 for the year 1989** : The said (1) Bidyut Kumar Roy, (2) Badal Chandra Roy & (3) Pradyut Kumar Roy, sold, transferred and conveyed their aforesaid purchased land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Ava Chandra, wife of Amaresh Chandra, by the strength of a Registered Deed of Conveyance, which was registered on 26.04.1989, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 70, Pages 369 to 382, being Deed No. 3312 for the year 1989.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 3312 for the year 1989, the said Ava Chandra, became the absolute owner of the aforesaid plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.14 **Respective Ownership of (1) Chaya Chakraborty & (2) Ava Chandra :** Asper Clause No. 5.1.1.1.11, and asper Registered Deed of Conveyance, bearing Deed No. 7050 for the year 1984, the said Chaya Chakraborty, became the absolute owner of the aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

AND

Asper Clause No. 5.1.1.1.13, and asper Registered Deed of Conveyance, bearing Deed No. 3312 for the year 1989, the said Ava Chandra, became the absolute owner of the aforesaid plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.15 **L.R. & Municipal Records by (1) Chaya Chakraborty & (2) Ava Chandra :** While in absolute possession and absolute ownership over her aforesaid property, the said Chaya Chakraborty duly recorded her name in the record of the L.R. Settlement, in L.R. Khatian No. 343/1, and also in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/372/BL-B, in Ward No. 9.

And while in absolute possession and absolute ownership over her aforesaid property, the said Ava Chandra duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 2911, and also in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/372/BL-B, in Ward No. 9.

- 5.1.1.16 **Sanction of Building Plan :** The aforesaid land of the said Chaya Chakraborty and the said Ava Chandra, is situated adjacent to each other, and they have sanctioned a building plan on their joint plot of land measuring 5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, from the concerned Rajarhat Gopalpur Municipality, vide Sanctioned Building Plan No. S.L. No. 1218/11/12 dated 16.11.2011.

5.1.1.17 **Demise of Chaya Chakraborty & Demise of Sankar Chakraborty & Ownership of their successors** : The said Chaya Chakraborty died intestate on 21.09.2016, leaving behind her husband namely Sankar Chakraborty, and two sons namely (1) Suproakash Chakraborty & (2) Suprovas Chakraborty, and only married daughter namely Sulekha Ghosal, as her heirs and successors in interest in respect her aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, left by the said Chaya Chakraborty, since deceased.

The said Sankar Chakraborty, husband of Late Chaya Chakraborty died intestate on 17.01.2017, leaving behind his aforesaid two sons namely (1) Suproakash Chakraborty & (2) Suprovas Chakraborty, and aforesaid only married daughter, Sulekha Ghosal, as his heirs and successors in interest in respect of his share in the aforesaid land left by the said Sankar Chakraborty, since deceased, in the estate of the said Chaya Chakraborty, since deceased.

Thus on the basis of inheritance received from their deceased mother, Chaya Chakraborty and their deceased father, Sankar Chakraborty, the said (1) Suproakash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal, became the absolute joint owners of the aforesaid Sali land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 343/1 (in the name of Chaya Chakraborty, since deceased), lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/372/Bl-B, in the District North 24 Parganas.

5.1.1.18 **Joint Sale by the said (1) Suproakash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal to the present Owners, (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen AND Absolute Joint Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen under Deed No. 152311614 for the year 2017** : The said (1) Suproakash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal (successors of Chaya Chakraborty, since deceased & Sankar Chakraborty, since deceased), jointly sold, transferred and conveyed their aforesaid plot of land measuring **3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less**, comprised in C.S. Dag No. 155, **R.S./L.R. Dag No. 157**, under C.S. Khatian No. 50, **R.S. Khatian No. 49, L.R. Khatian No. 343/1 (in the name of Chaya Chakraborty, since deceased)**, lying and situate at **Mouza - Atghara**, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/Bl-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 12, in the District North 24 Parganas, to one (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, **by the strength of a Registered Deed of Conveyance, registered on 24.11.2017, registered in the office of the A.D.S.R. Rajarhat, New Town**

and recorded in Book No. I, Volume No. 1523-2017, Pages 345871 to 345904, being Deed No. 152311614 for the year 2017.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing **Deed No. 152311614 for the year 2017**, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, became the absolute joint owners of the aforesaid plot of land measuring **3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less**, comprised in C.S. Dag No. 155, **R.S./L.R. Dag No. 157**, under C.S. Khatian No. 50, **R.S. Khatian No. 49, L.R. Khatian No. 343/1 (in the name of Chaya Chakraborty, since deceased)**, lying and situate at **Mouza - Atghara**, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/BL-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 12, in the District North 24 Parganas.

- 5.1.1.19 **Record by Ava Chandra before Bidhannagar Municipal Corporation** : It is to be mentioned here that after formation of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), the said Ava Chandra duly recorded her name in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12.
- 5.1.1.20 **Sale by the said Ava Chandra to the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein AND Absolute Joint Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen under Deed No. 152304661 for the year 2018** : The said Ava Chandra sold, transferred and conveyed her aforesaid plot of Sali land measuring **2 (Two) Cottahs more or less**, comprised in C.S. Dag No. 155, **R.S./L.R. Dag No. 157**, under C.S. Khatian No. 50, **R.S. Khatian No. 49, L.R. Khatian No. 2911 (in the name of Ava Chandra)**, lying and situate at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/BL-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, in the District North 24 Parganas, to the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, **by the strength of a Registered Deed of Conveyance, registered on 18.04.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 164102 to 164134, being Deed No. 152304661 for the year 2018.**
- 5.1.1.21 **Absolute Joint/Total Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen under (1) Deed No. 11614 for the year 2017 & (2) Deed No. 152304661 for the year 2018** : Thus on the basis of the aforesaid two Registered Deeds of Conveyance, bearing **(1) Deed No. 11614 for the year 2017 & (2) Deed No. 152304661 for the year 2018,**

the said **(1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein**, became the absolute joint owners of **ALL THAT** piece and parcel of a demarcated plot of land measuring **5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less**, lying and situate at **Mouza - Atghara**, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, comprised in C.S. Dag No. 155, **R.S./L.R. Dag No. 157**, under C.S. Khatian No. 50, **R.S. Khatian No. 49, L.R. Khatian No. 343/1 (in the name of Chaya Chakraborty, since deceased) & 2911 (in the name of Ava Chandra)**, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/Bl-B & AS/372/BL-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12, in Ward No. 12, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

5.1.1.22 **L.R. Records** : After having absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, duly recorded their names in the record of the L.R. Settlement, in **L.R. Khatian Nos. 2966 (in the name of Prabir Kumar Saha), 2965 (in the name of Runu Saha) & 2967 (in the name of Priyanka Saha @ Priyanka Saha Gayen)** respectively.

5.1.1.23 **Conversion of Land** : While in absolute possession and absolute ownership over the aforesaid property, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, duly applied before the concerned BL&LRO Rajarhat, for conversion of land from 'Sali' to 'Bastu', under L.R. Khatian Nos. 2965, 2966 & 2967, and the concerned authority converted the nature of the said land from 'Sali' to 'Bastu' vide **(1)** Memo Nos. (a) CON/1233/BLLRO/RAJ/19, (b) CON/1232/BLLRO/RAJ/19 & (c) CON/1234/BLLRO/RAJ/19 all dated 06.08.2019, AND **(2)** (a) CON/1242/BLLRO/RAJ/19, (b) CON/1243/BLLRO/RAJ/19 & (3) CON/1244/BLLRO/RAJ/19 all dated 07.08.2019.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT, REGISTERED DEED OF AMALGAMATION & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT & SUPPLEMENTARY DEVELOPMENT AGREEMENT :**

5.1.2.1 **Registered Development Agreement** : The said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, jointly entered into a Registered Development Agreement with the present Developer, Padma Developer, for constructing a multi storied building on the said plot of land, and which is morefully described in the First Schedule hereunder written, with some terms and conditions morefully described in the said Development Agreement. The said Development Agreement was registered on 18.11.2020, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2020, Pages 336961 to 337012, being Deed No. 152308309 for the year 2020.

- 5.1.2.2 **Registered Deed of Amalgamation** : It is also to be noted here that for betterment of the total land and to amalgamate the said land measuring 5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less purchased by the owners as described above, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen as described above, executed a Registered Deed of Amalgamation in respect of the said total plot of land and which is morefully described in the First Schedule hereunder written, by executing a Registered Deed of Amalgamation, which was registered on 25.11.2020, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2020, Pages 353946 to 353974, being Deed No. 152308802 for the year 2020.
- 5.1.2.3 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the said Registered Development Agreement dated 18.11.2020, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said Soumen Ghosh, Proprietor of Padma Developer, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 24.12.2020, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 3887 to 3913, being Deed No. 152309720 for the year 2020.
- 5.1.2.4 **Supplementary Development Agreement** : In accordance with the said Registered Development Agreement, a Supplementary Development Agreement has been executed in between the Landowners and the Developer herein, relating to Landowners' Allocation as well as Developer's Allocation and details of said allocation is morefully described in the said Supplementary Development Agreement.
- 5.1.3 **CONSTRUCTION OF BUILDING** :
- 5.1.3.1 **Construction of Building** : On the basis of the aforementioned sanctioned building plan sanctioned by the competent authority as described above, the said Padma Developer, Developer herein, is constructing a G+5 storied building namely "**MIRA KUNJA**" on the said plot of land and which is morefully described in the First Schedule hereunder written.
- 5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION** :
- 5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation** : The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule

mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said Tirupati Construction, 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 super built up area**, lying and situated in the said building namely **"MIRA KUNJA"**, situate at Jhawtala Road (Atghara), P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

- 5.1.5.2 **Acceptance by Developer** : The said Tirupati Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said Tirupati Construction, Developer/Confirming Party herein as per memo attached herewith.
- 5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**
- 5.1.6.1 **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.
- 5.1.6.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex 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 Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :
- 6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have 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 building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have 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 Landowners/Vendors and Developer/Confirming Party have 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 Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party 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 Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.
7. **BASIC UNDERSTANDING** :
- 7.1 **Agreement to Sell and Purchase** : The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is 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/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for

Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is 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/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

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 Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

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 Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party 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 Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings 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 Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant 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 Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake 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 Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party 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.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. be the same a little more or less**, lying and situate at **Mouza - Atghara**, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag No. 155, **R.S./L.R. Dag No. 157**, under C.S. Khatian No. 50, **R.S. Khatian No. 49**, L.R. Khatian Nos. 343/1 & 2911, corresponding to **L.R. Khatian Nos. 2965, 2966, 2967, 3053, 3054 & 3055 (in the name of the present Owners)**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding Nos. AS/372/Bl-B & AS/372/BL-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, [Jhawtala Road (Atghara), Kolkata -700157], 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 : Land of Sailesh Jaiswal.
 ON THE SOUTH : 20 ft. Wide Road [Jhowtala Road (Atghara)].
 ON THE EAST : O.P. House.
 ON THE WEST : 10 ft. Wide Road.

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

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 super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **"MIRA KUNJA"**, situate at Jhawtala Road (Atghara), P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, 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 property, lying in the said building complex. 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 impartible 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]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save 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.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

Complex Level :

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Panchayet Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: CC TV, 24 hours security arrangement & Intercom Facility.
- :: 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/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
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/complex.

5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
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/complex].
7. Insurance : Insurance of the building/complex 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/complex.
9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex 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/complex.

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 owners of the building complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property 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 property, so that it may not cause leakage or slippage to the floor underneath.
3. 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.

4. Maintaining, repairing, white washing or painting of the door and windows of the said property 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.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/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.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. 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 complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building/complex 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/complex.

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/complex 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 and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit 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 vendors/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/complex.
2. Upon formation of the Association/Society, the vendors/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 his/her 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 vendors/developer for all liabilities due to non fulfilment 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.

Soumen Ghosh
As Constituted Attorney of
Prabir Kumar Saha,
Runu Saha,
Priyanka Saha
@ Priyanka Saha Gayen
Landowners/Vendors

2.

.....
Purchaser

Padma Developer
Represented by its Proprietor,
Soumen Ghosh
Developer

MEMO OF CONSIDERATION

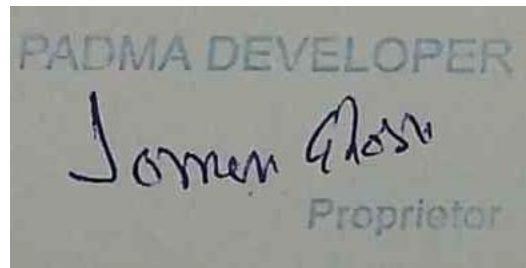
Received with thanks from the above named purchaser, a sum of **Rs.....**
(Rupees) only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule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

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :

1.

Padma Developer
 Represented by its Proprietor,
 Soumen Ghosh
Developer



PADMA DEVELOPER
 Soumen Ghosh
 Proprietor