

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this

_____ day of _____ Two

Thousands (202..) A.D.

IN BETWEEN

MAHABIR CONSTRUCTION a proprietorship firm having its registered office at Village Gopalnagar (East), Post Office and Police Station Singur and District of Hooghly, Pincode-712409, Being represented by its Sole Proprietor viz. **SRI CHIRANJIT DHARA, (PAN-BSTPD4216R) (AADHAAR NO. 4305 5700 4356 AND Mobile No. 9748043431), son of Sri Chandra Mohan Dhara, by faith Hindu, by occupation Business, resident: Village Gopalnagar (East), Post Office and Police Station Singur, District of Hooghly, Pincode- 712409** hereinafter called the “**OWNER**” (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the **FIRST PARTY**, who is being represented by its constituted Attorney **M/S SARMITA DEVELOPERS LLP** the partnership firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act.- 2008 having it's registered office at Village & P.O. - Latibpur, P.S. Uluberia, Dist. Howrah, PAN-AEMFS4749C.

AND

Mr./Mrs. _____ s/o, w/o _____ (PAN No. xxxxxxxxxx ; Adhar No. xxxx-yyy-zzzz), resident of _____, Dist. _____, PIN- _____; Indian National, all by faith _____, by occupation _____, hereinafter called the “**PURCHASER(S)/BYUER(S)**” (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, successors in interest and/or assigns) of the **SECOND PARTIES**.

AND

M/S SARMITA DEVELOPERS LLP a partnership firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act.- 2008 having it's registered office at Village & P.O. - Latibpur, P.S. Uluberia, Dist. Howrah, PAN - AEMFS4749C, acting by and through its

designated partners 1) **SUMANTA CHANDRA S/o Late Rabindra Nath Chandra, AADHAAR NO: 8136 6391 2746, PAN: ADMPC4109P,** 2) **MADHUMITA GHOSH, CHANDRA, Wife of Sumanta Chandra, AADHAAR NO: 5811 2189 4551, PAN: AKUPG6697D,** both are by creed Hindu, by occupation business, both are residing at Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, Pin 711316 AND IS BEING REPRESENTED BY **SRI SUMANTA CHANDRA**, IN TERMS OF A RESOLUTION DULY PASSED AND RECORDED IN THE MINUTES OF MEETING OF THE DESIGNATED PARTNERS HELD ON _____, AUTHORIZING HIM TO EXECUTE AND SIGN THIS AGREEMENT FOR SALE ON BEHALF OF THE **SARMITA DEVELOPERS LLP hereinafter called and referred to collectively as the "DEVELOPER/SELLER"** (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include its legal heirs, executors, administrators, legal representatives and assigns) being the party of the

BACK GROUND OF TITLE:

the **OWNER/FIRST PARTY** is the Owner lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the property more fully described in the 'First' schedule herein below by virtue of Registered Deed of Conveyance now free from all encumbrances, attachments, liens and lispendens whatsoever;

WHEREAS the **OWNER** herein is the sole Owner and Occupier of ALL THAT piece and parcel of Mokorari Mourashi Bastu Land measuring about **03 (Three) Cottahs 02 (Two) Chattacks 34 (Thirty Four) Sq. Ft.** equivalent to 2284 Sq. ft. be the same a little more or less, being scheme Plot No. 1

comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza-Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, ParganaKhaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur within District Sub-Registrar & Additional District Sub-Registry Office at Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas together with existing two storied dwelling houses therein, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02-0067-6, together with right over the annexed common passage and all sorts of other easement rights attached to the property ('First' schedule property herein), which is morefully and particularly described in the schedule hereunder written and hereinafter called as "**SAID PROPERTY**" is the subject matter of this Development Agreement;

AND WHEREAS One Anil Chandra Das was the sole and absolute owner and who was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of rayati sthitiban interest land having an area by estimation measuring about **03 Cottahs 02 Chittacks 34 Sq.ft.**, be the same a little more or less, being scheme Plot No. 1, comprised in C.S. Dag No. 199 appertaining to Khatian No. 205, in Mouza - Ibrahimpur, J.L. No. 36, Revenue Survey No. 10, Pargana - Khaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur, within the District Sub-Registry Office & Additional District Sub-registry Office at Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas. Subsequently by Purchase from the erstwhile recorded owner namely Anil Chandra Das, by virtue of a registered Deed of Conveyance dated 09.06.1953 made between the said Anil Chandra Das, therein referred to as the then Vendor of the One Part and Sri Hem Chandra Banerjee, son of Late Madhusudan Banerjee, therein referred to as the Purchaser of the Other Part and registered at the office of Sadar Joint Sub-registrar, Alipore, District - 24-Patrganas and recorded in Book No. I, Volume No. 171, Pages from 28 to 33, Being No. 3776 for the year 1953 against consideration mentioned therein the said deed of conveyance, whereupon since after Purchase of the said property, the said Sri Hem

Chandra Banerjee on due mutation of his name before the concerned Municipal authority and on payment of due Govt and municipal rates and taxes, got his said property separately assessed in the concerned Municipal Corporation vide Assessee No. 21-096-02-0067-6 and new separate Municipal Premises No. 37/3, Ibrahimpur Road came into being in the record of concerned Municipal Corporation and situated within its ward no. 96 and accordingly the said Sri Hem Chandra Banerjee thereafter on due sanction of Building Plan, completed construction of a two storied dwelling house in portion of the said Premises and the remaining portion remained vacant and was in his possession ;

AND WHEREAS while the said the said Sri Hem Chandra Banerjee, was absolutely seized possessed of & otherwise well and sufficiently entitled to and/or acquired the said entire property being land admeasuring about **03 (Three) Cottahs 02 (Two) Chattacks 34**

(Thirty Four) Sq. Ft., be the same a little more or less being scheme Plot no. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza - Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana Khaspur Touzi No. 244, Police Station Previously. Tollygunge and presently Jadavpur, within District Sub-Registry Office & Additional District Sub Registry Office Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas together with own constructed two storied dwelling house in its part thereon, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02-0067-6, by virtue of a registered **Deed of Settlement** dated 31/08/1954, executed by Sri Hem Chandra Banerjee, therein mentioned as Settlor and in favour of her daughter Smt. Leelabaty Mukherjee (who is also known as Smt. Lina Mukherjee alias Leelabati Mukherjee), therein mentioned as beneficiary for life and registered at the office of Sadar Joint Sub-Registrar, Alipore, District 24-Parganas, and recorded in Book No. 1, Volume No.109, Pages from 174 to 177, Being No. 6700 for the year 1954, the said Sri Hem Chandra Banerjee settled a portion of his said property being land admeasuring 01 (One) Cottah 10 (Ten) Chittacks 18 (Eighteen) Sq. Ft. land out of said 03 (Three) Cottahs 02 (Two) Chittacks 34 (Thirty Four) Sq. Ft. land, being scheme Plot No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, In Mouza - Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana - Khaspur, Touzi No. 244,

Police Station - Previously Tollygunge and presently Jadavpur, within District Sub-Registry Office & Additional District Sub Registry Office Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas together with portion of building of the said Premises No. 37/3, Ibrahimpur Road, Kolkata - 700032, in favour of his childless widow daughter Smt. Leelabaty Mukherjee for the term of her natural life without having any right of transfer of such property to her with further provision for reverting back the same with all additions and Improvements thereon (if any during her life) at the end of her natural life on the Settlor and in the event of settlor's death by that time, on his heirs/legal representative, free from all encumbrances;

AND WHEREAS Said Hem Chandra Banerjee, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law and while the said Hem Chandra Banerjee was in possession of the remaining of 01 (One) Cottah 08 (Eight) Chittacks 16 (Sixteen) sq. ft., land with structure thereon, lying at and being portion of Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata - 700032

(i.e., other than portion settled for life to her widow daughter Smt. Lina Mukherjee @ Smt. Leelabaty Mukherjee alias Leelabati Mukherjee of course with provisions to revert back such settled portion in his estate with all additions/alterations/development therein), died intestate on 06th February, 1962, leaving behind him surviving his widow Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee, his three sons Nihar Ranjan Banerjee alias Nihar Ranjan Bandyopadhyay, Kalidas Banerjee, and Haridas Banerjee and only childless widow daughter namely Smt. Lina Mukherjee @ Smt. Leelabaty Mukherjee alias Leelabati Mukherjee, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said Property, specified in schedule hereunder written in equal ratio, each having 1/5th ratio of share therein;

AND WHEREAS It is pertinent to mention that Smt. Annada Sundari Banerjee @ alias Ananda Sundari Banerjee, one of the Co-Owner of undivided 1/5th share [in the said land admeasuring 01 (One) Cottah 08 (Eight) Chittacks 16 (Sixteen) sq.ft. with structure thereon, lying at and being portion of Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata 700032 (i.e. other than portion settled for life to her widow daughter namely Smt. Lina Mukherjee @ Smt. Leelabaty Mukherjee alias Leelabati Mukherjee, by her husband Sri Hem Chandra Banerjee (since deceased) during his life time, of course with provisions to revert back such settled portion of her husband's estate with all additions/ alterations

/ development therein on the said widow daughter's death)], in the meantime expired in or about 5th April, 1977 leaving her surviving legal heirs Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee and Sri Haridas Banerjee and one childless widow daughter namely Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee, who became the joint owners of her undivided 1/5th share therein in equal ratio i.e. @ 1/20th share each ;

AND WHEREAS It is very much pertinent to mention that the life estate of the said childless widow daughter namely Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee, created as per Registered Deed of settlement dated 31/08/1954 executed by father Hem Chandra Banerjee (since deceased), vide Deed No. 6700 for the Year 1954, finally came to an end when she left for her heavenly abode in or about 1st November 1987;

AND WHEREAS thus with the death of the said Smt. Lina Mukherjee @ Leelabati Mukherjee @ Leelabaty Mukherjee, the settled portion of Municipal Premises No. 37/3,

Ibrahimpur Road, Kolkata-700032 as well as her undivided 1/20th share in remaining part of the same Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032 (i.e., beyond settled for life therein in her favour) totally devolved on her surviving brothers namely Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee equally and thus the said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee became the joint owners having 1/3rd ratio of share each in all that the said Total land admeasuring 03 (Three) Cottahs 02 (Two) Chittacks 34 (Thirty Four) Sq. Ft., be the same a little more or less being scheme Plat No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza- Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana- Khaspur, Touzi No. 244, Police Station Previously. Tollygunge and presently Jadavpur, within District Sub-Registry Office & Additional District Sub Registry Office, Alipore, previously within District of 24- Parganas and presently after delimitation of District within South 24- Parganas together with existing two storied dwelling houses therein, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02-0067-6, who accordingly on due mutation of name and on payment of Govt. and Municipal rates and Taxes became joint owners and jointly seized possessed of and or otherwise well and sufficiently entitled to the said property comprising of land admeasuring 03 (Three) Cottahs 02 (Two) Chittack 34 (Thirty Four) Sq. Ft., be the same a little more or less being scheme Plot No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza - Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana Khaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur, within

Additional District Sub-Registry Office at Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas together with existing two storied dwelling houses therein, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02-0067-6, which has been fully and specifically specified in schedule hereunder written and for brevity, hereinafter referred to as the "**Said Property**";

AND WHEREAS while the said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee became joint owners and jointly seized possessed of and/or otherwise well and sufficiently entitled to the said property, specified in schedule hereunder written, one of the Co-Owners of undivided 1/3rd share and interest in the said Property, namely

Nihar Ranjan Banerjee alias Nihar Ranjan Bandyopadhyay, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died intestate on 30/07/1985, leaving behind him surviving his widow namely Smt. Bakul Rani Banerjee, Three sons namely Shri Amalendu Banerjee, Shri Bimalendu Banerjee, Shri Kamalendu Banerjee and one daughter namely Smt. Rama Ghosal, as his total legal heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided 1/3rd share in the said Property, specified in schedule hereunder written in equal ratio, each having 1/15th ratio of share therein ;

AND WHEREAS while the said Amalendu Banerjee, was seized possessed of and/or otherwise well and sufficiently entitled to undivided 1/15th inherited share in the said property, specified in schedule hereunder written, the said Amalendu Banerjee, who during his lifetime and at the time of his death was Hindu male guided and governed under Dayabhaga School of Hindu Law died intestate on 27.11.1993 leaving behind him surviving his widow Smt. Sunanda Banerjee, one son namely Shri Gautam Banerjee and one daughter namely Smt. Anindita Banerjee, as his total heirs and legal representatives, who inherited the entire estate left by the deceased ;

AND WHEREAS while the said Smt. Bakul Rani Banerjee was seized

possessed of and/or otherwise well and sufficiently entitled to undivided 1/15th inherited share of the said property, specified in schedule hereunder written, the said Smt. Bakul Rani Banerjee, who during her lifetime and at the time of his death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 07.01.2002. leaving behind surviving her Two sons namely Shri Bimalendu Banerjee & Shri Kamalendu Banerjee, one daughter namely Smt. Rama Ghosal and One daughter-in-law Smt. Sunanda Banerjee, one grandson namely Shri Gautam Banerjee and one granddaughter namely Smt. Anindita Banerjee (who are the legal heirs of predeceased son Amalendu Banerjee) as her total legal heirs and legal representatives, who inherited the entire estate left by the deceased including her said undivided 1/15th share in the said Property, specified in schedule hereunder written ;

AND WHEREAS Subsequently while the said Smt. Sunanda Banerjee was seized possessed of and/or otherwise well and sufficiently entitled to undivided inherited share of the said

property, specified in schedule hereunder written, the said Smt. Sunanda Banerjee, who during her lifetime and at the time of her death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 06.02.2020, leaving her surviving only son namely Shri Gautam Banerjee and only daughter namely Smt. Anindita Banerjee, as his total heirs and legal representatives, who jointly inherited the entire estate left by the deceased including their said undivided share in the said Property, specified in schedule hereunder written ;

AND WHEREAS while the said Shri Gautam Banerjee and Smt. Anindita Banerjee were jointly seized possessed of and/or otherwise well and sufficiently entitled to undivided share in the said property, the said Shri Gautam Banerjee, out of love, affection on his sister namely Smt. Anindita Banerjee the, gifted his undivided share in the said property specified in Schedule hereunder written, by dint of a registered Deed of Gift dated 02.09.2023, executed by Sri Goutam Banerjee, a resident of USA but an overseas Citizen of India, duly represented through his authorized attorney Mr. Suman Banerjee vide instrument of power authenticated before, Edward Russell, N.P. California, USA and duly stamped at Kolkata by Stamp Superintendent, Calcutta Collectorate in accordance with law, therein described as Donor of the One Part in favour of his own sister namely Smt. Anindita Banerjee and Registered is the office of the Additional Registrar of Assurances-II, Kolkata and

recorded in Book No. I, Volume No. 1902-2023, Pages from 386814 to 386842, Being no. 190211910 for the year 2023, which gift has duly accepted by the said sister namely Smt. Anindita Banerjee on joint execution and Registration of the said Deed of Gift

;

AND WHEREAS Subsequently another Co-Owner of undivided share in the said Property, specified in schedule hereunder written namely Sri Bimalendu Banerjee, who during his lifetime and at the time of the death was Hindu male guided and governed under Dayabhaga School of Hindu Law died intestate on 29.12.2021 leaving him surviving his widow namely Smt. Manju Banerjee and one son namely Sri Abhishek Banerjee, as his total heirs and legal representatives;

AND WHEREAS while the said Sri Abhishek Banerjee was seized possessed of and/or otherwise well and sufficiently entitled to inherited share in the said property, specified in

schedule hereunder written, the said Abhishek Banerjee, who during her time and at the time of his death was Hindu bachelor guided and governed under Dayabhaga School of Hindu Law died intestate on 01.07.2022, leaving behind him surviving only mother namely Smt. Manju Banerjee (since Deceased), as his only legal heir and legal representative ;

AND WHEREAS while the said Smt. Manju Banerjee was seized possessed of and/or otherwise well and sufficiently entitled to undivided inherited share in the ancestral property specified in schedule hereunder written and belonged to her husband, the said Smt. Manju Banerjee, who during her lifetime and at the time of her death, was a Hindu lady guided and governed under Dayabhaga School of Hindu Law, died intestate on 09.08.2024, leaving her surviving deceased-husband's only surviving brother namely Sri Kamalendu Banerjee and only surviving married sister namely Smt. Rama Ghosal as her total heirs and legal representatives for the undivided inherited share in the ancestral property of her husband, specified in schedule hereunder written;

AND WHEREAS On the other hand said Co-Owner namely Sri Kalidas Banerjee having undivided 1/3rd share, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died intestate on 14.01.2011, leaving him surviving one son namely Shri Ajoy Kumar Banerjee and one married

daughter namely Smt. Krishna Chatterjee, as his total heirs and legal representatives, (while his wife Smt. Anjali Banerjee pre-deceased him in or about 26.01.2010), who inherited the entire estate left by the deceased including his said undivided 1/3rd share in the said Property, specified in schedule hereunder written in equal ratio, each having 1/6th ratio of share therein;

AND WHEREAS while the said Sri Ajoy Banerjee was seized possessed of and/or otherwise well and sufficiently entitled to undivided 1/6th inherited share of the said property, specified in schedule hereunder written along with other property, the said Sri Ajoy Banerjee, out of love and affection on his only sister Smt. Krishna Chatterjee and for diverse bona-fide causes, transferred his undivided 1/6th share in the said Property along with other property by way of Gift by a Registered Deed of Gift dated the 2nd day of January 2013, executed by the said Sri Ajoy Banerjee therein referred to as the Donor of the One Part in favour of the said Smt. Krishna Chatterjee, therein referred to as the Donee of the

Other Part and registered at the office of Additional Registrar of Assurances-I, Kolkata, and recorded in Book No. I, CD Volume No. 1, Pages from 473 to 487, Being No. **00023 for the year 2013**, which gift has been duly accepted by joint execution by Donee with the Donor and has thus duly acted upon ;

AND WHEREAS thus the said Smt. Krishna Chatterjee, became the owner of undivided 1/3rd share in the said Property, specified in schedule hereunder written partly by inheritance and partly by Gift as aforesaid;

AND WHEREAS Another Co-Owners of undivided 1/3rd share and interest in the said Property, namely Sri Haridas Banerjee, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died intestate on 22.07.2012, leaving him surviving his widow Smt. Nilima Banerjee and three married daughters namely Smt Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt. Sharmila Chakraborty, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided 1/3rd share in the said Property, specified in schedule hereunder written ;

AND WHEREAS while the said Smt. Nillma Banerjee was seized possessed of and/or otherwise well and sufficiently entitled to undivided

inherited share of the said property, specified in schedule hereunder written, the said Smt. Nilima Banerjee, who during her lifetime and at the time of her death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 24.03.2018, leaving her surviving the said three married daughters namely Smt. Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt. Sharmila Chakraborty, as her total heirs and legal representatives, who inherited the entire estate left by the deceased ;

AND WHEREAS_thus on the death of both the parents namely Sri Haridas Banerjee and the said Smt. Nilima Banerjee, the said Smt. Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt. Sharmila Chakraborty, became joint owners of 1/3rd undivided share in the said Property, specified in schedule hereunder written;

AND WHEREAS therefore by aforesaid manner said Sri Kamalendu Banerjee, (having undivided 1/8th share), Smt. Rama Ghosal, (having undivided 1/8th share), Smt. Anindita Banerjee, (having undivided 1/12th share, Smt. Krishna Chatterjee, (having undivided 1/3rd) share, Smt. Ratna, Acharyya Chaudhuri, (having undivided 1/9th) share, Smt. Anuradha Ray, (having undivided 1/9th) share and Smt. Sharmila Chakraborty, (having undivided 1/9th) share, became the joint owners and jointly seized possessed of and/or otherwise well and sufficiently entitled to the said total land of the Premises admeasuring 03 (Three) Cottahs 02 (Two) Chattacks 34 (Thirty Four) Sq.Ft. equivalent to 2284 Sq. ft. be the same a little more or less, being scheme Plot No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza- Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana- Khaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur within District Sub-Registry Office & Additional District Sub-Registry Office at Alipore, previously within District of 24- Parganas and presently after delimitation of District within South 24- Parganas together with existing two storied dwelling houses therein, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata 700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02-0067-6, within District South 24-Parganas, more fully and specifically described in schedule hereunder written and for brevity hereinafter referred to as "the said Property" ;

AND WHEREAS Due to urgent need of money aforesaid owners Sri Kamalendu Banerjee, Smt. Rama Ghosal, Smt. Anindita Banerjee, Smt. Krishna Chatterjee, Smt. Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt. Sharmila Chakraborty jointly sold and transferred total land of the Premises admeasuring 03 (Three) Cottahs 02 (Two) Chattacks 34 (Thirty Four) Sq. Ft. equivalent to 2284 Sq. ft. be the same a little more or less, being scheme Plot No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza- Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana- Khaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur within District Sub-Registrar & Additional District Sub-Registry Office at Alipore, previously within District of 24-Parganas and presently after delimitation of District within South 24-Parganas together with existing two storied dwelling houses therein, lying at and being Municipal Premises No. 37/3, Ibrahimpur Road, Kolkata-700032, Under Ward No. 96 of Kolkata Municipal Corporation, having Assessee No. 21-096-02- 0067-6, in favour of present owner/vendor namely **"ASR PROJECTS AND VENTURES LLP"**, (PAN-ABTFA7082L), a Limited Liability,

Partnership constituted under Limited Liability Partnership Act, 2008 and Rules made there under and having LLP Identification No. AAV-2350, dated 24.12.2020, issued by the Registrar of Companies, Central Registration Centre, Delhi and having PAN - ABTFA7082L and having its Registered Office at 2C, Mahendra Road, Ground Floor, Post Office-Bhowanipore, Police Station - Bhowanipur, District - South 24-Parganas, Pin - 700025, West Bengal and represented by its authorized Designated Partner **SRI AMITAVA SINGHA ROY**, through a Registered **Deed of Conveyance dated 28.02.2025**, which was registered before **A.R.A.-IV, Kolkata** and recorded in **Book No. I, Volume No. 1904-2025, Pages from 140699 to 140734, Being No. 190403058, for the year 2025** and after acquiring the same the "**ASR PROJECTS AND VENTURES LLP**" mutated the name of the LLP before Kolkata Municipal corporation ;

AND WHEREAS after the purchase said "**ASR PROJECTS AND VENTURES LLP**" having acquired the absolute marketable title & absolute ownership to the Schedule property while was in possession thereof sold, conveyed and transferred the above mentioned property (The 'First' Schedule mentioned property herein) in favour of **MAHABIR CONSTRUCTION** a proprietorship firm having its registered office at Village Gopalnagar (East), Post Office and Police Station Singur and District of Hooghly, Pincode- 712409, Being represented by its Sole Proprietor viz. **SRI CHIRANJIT DHARA**, (PAN-BSTPD4216R) (AADHAAR NO. 4305 5700 4356) son of Sri Chandra Mohan Dhara, by faith Hindu, by occupation Business, resident: Village

Gopalnagar (East), Post Office and Police Station Singur, District of Hooghly, Pincode- 712409 by virtue of a Registered **Deed of Conveyance dated 14/06/2025**, registered before **A.R.A.-I, Kolkata** and recorded in **Book No. I, Volume No. 1901- 2025, Pages from 157926 to 157958, Being No. 1901- 04959, for the year 2025 ;**

AND W H E R E A S Having acquired the above property by virtue of above **Deed of Conveyance** said **MAHABIR CONSTRUCTION, REPRESENTED BY ITS SOLE PROP., SRI CHIRANJIT DHARA** Mailing Address of the Applicant(s): **37/3, IBRAHIMPUR ROAD, P.O - JADAVPUR UNIVERSITY, P.S- JADAVPUR, KOLKATA- 700032** got its name mutated in the **Assessment Collection Department of Kolkata Municipal Corporation, being**

Reference Mutation Case No. 0/096/19-06-2025/64763 dated 19/06/2025
in respect of To, Premises NO. 37/3, IBRAHIMPUR ROAD, Assessee No:
210960200676; AND WHEREAS MAHABIR CONSTRUCTION (hereinafter collectively referred to as the "Owner"), has duly constituted and authorized the Developer herein **M/S SARMITA DEVELOPERS LLP** by entrusting and delegating necessary rights, powers and authority through a duly registered Development Agreement and a corresponding registered Development Power of Attorney vide deed number **I-12144/25** dated **17.10.2025**, inter alia, to undertake development and construction of the project known as "**Sukhoneer Palash Priya**" upon the First schedule mentioned property, and further empowered the Developer to deal with, market, sell, transfer, convey, assign or otherwise alienate the Developer's allocated proportionate share and/or units arising therefrom, together with all consequential rights, title and interest in accordance with the terms and conditions mutually agreed between the parties.

SANCTION OF BUILDING MAP/PLAN BY KOLKATA MUNICIPAL CORPORATION:

AND WHEREAS The Seller/Owner caused a map or plan sanctioned from the **Kolkata Municipal Corporation** has since granted the commencement certificate/letter to develop the **Project vide approval dated 27-AUG-25 bearing Permit No: 2025100101.**

AND WHEREAS the said Premises comprised in **Kolkata Municipal Premises No. 37/3, Ibrahimpur Road, having Assessee No. 21-096-02- 0067-6 Kolkata-700032,**

(Assessee No: 210960200676) Under Ward No. 96 of Kolkata Municipal Corporation is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and is hereinafter for the sake of brevity referred to as the said **PREMISES.**

AND WHEREAS The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act" or "RERA") with the West Bengal Real Estate Regulatory Authority under Registration No. _____ (hereinafter the "**RERA Registration**").

AND WHEREAS the Purchaser herein, by and under **Agreement for Sale** dated. _____ of the year 2025, voluntarily entered into with the Developer, agreed to purchase, acquire and obtain ownership, right, title and interest in

respect of the Apartment more fully described in the Schedule hereunder written, along with all proportionate undivided share in the land and all common areas, facilities and amenities attached thereto, subject to the terms, covenants and conditions contained therein.

The said Agreement for Sale was executed in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA), including all applicable rules, notifications, regulations, standards and orders issued thereunder, and both parties acknowledged and accepted their respective rights, duties and obligations pursuant thereto.

The Developer has duly performed, complied with and fulfilled all development obligations under the said Agreement, including but not limited to obtaining sanctioned building plans, commencement certificate, completion certificate and adherence to structural safety norms, statutory compliances and all applicable municipal and governmental standards.

The Purchaser has likewise complied with and fulfilled all obligations as stipulated under the said Agreement, including the payment of the entire agreed sale consideration, applicable taxes, stamp duties, registration fees and all other dues, levies and charges payable under law or contractual terms.

The building comprising the said Apartment has now been duly completed in accordance with the sanctioned plan and applicable codes, and the competent authority has issued the necessary Completion Certificate, certifying that the construction has been executed as per approved specifications. The Developer has thereafter issued the statutory Notice of Possession to the Purchaser, confirming

that the Apartment is fully completed, fit for habitation and ready for occupation.

Accordingly, all pre-conditions for conveyance having been duly satisfied and completed, the parties have mutually agreed to proceed with the execution and registration of this final Deed of Conveyance, thereby vesting the Purchaser with absolute, transferable and heritable ownership rights in respect of the said Apartment together with all appurtenant rights, easements and privileges.

A) The G+III (Ground plus Three) residential tower constructed on the said Premises has been duly completed in accordance with the sanctioned building plan and applicable building regulations, and is now fit and ready for occupation. The competent authority has issued the Completion Certificate in respect thereof, being Certificate No.

_____dated _____, certifying that the said construction has been executed as per approved specifications and is suitable for use as a residential structure.

Pursuant to such completion, the Developer has duly issued a statutory Notice of Possession in favour of the Purchaser, calling upon the Purchaser to take physical possession of the allotted Unit/Flat. In compliance with the said notice and the terms of the Agreement for Sale, the Purchaser has duly paid and discharged the entire sale consideration and all other charges payable in respect of the said Unit/Flat, and has thereby fulfilled all financial obligations required for taking possession in accordance with the Agreement and applicable laws.

B) Prior to and/or at the execution of this Indenture, the Seller has represented, declared and assured the Purchaser as follows:

i) That the Seller is/are the lawful and absolute owner(s) of the said Premises and is/are fully competent and legally entitled to transfer, convey and assure the said Flat in favour of the Purchaser;

ii) That the said Premises is free from all encumbrances, liens, charges, litigations, attachments, claims, or demands of whatsoever nature and that the Seller has a clear, valid and marketable title thereto;

iii) That the building plan sanctioned by the competent authority (Kolkata Municipal Corporation) for the construction, erection and completion of the said building upon the said Premises is legal, valid,

subsisting and has not been revoked, cancelled or modified in any manner prejudicial to the rights of the Purchaser.

BB) The Purchaser, relying entirely upon the aforesaid representations, declarations and warranties of the Seller and believing the same to be true, has entered into the Agreement for Sale and has further approved and accepted the title of the Seller to the said property as fully satisfactory, and has now agreed to complete the conveyance of the said property subject to the terms and conditions contained herein.

NOW THIS INDENTURE WITNESSETH as follows:

I. **THAT** in pursuance of the Allotment Letter dated ____ and Agreement for Sale dated in further consideration of a sum of Rs. _____ only of the lawful money of the Union of India well and truly paid by the Purchaser to the Seller at or before the

execution hereof the receipt whereof the Seller do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Seller doth hereby acquit, release and discharge the purchaser and the said FLAT and the Properties Appurtenant Thereto hereby intended to be sold and transferred), the Seller doth hereby sell, transfer, convey, assure and assign **FIRSTLY ALL THAT the FLAT No. _____ on the _____ floor** containing by estimation an area of _____ **sq. ft.** (Carpet Area) (be the same a little more or less) with all fixtures and fittings mentioned in the said Sale Agreement **AND SECONDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities, including the common free parking area in the ground floor as sanctioned parking space under the approved plan, shall be collectively utilized for car-parking purposes. comprised in the said New Building and/or the said Premises **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT-AND THE PROPERTIES APPURTENANT THERETO) AND** the Seller

hereby transfer, assign, release, relinquish and disclaim all their respective right title interest into or upon the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** unto and in favour of the Purchaser herein and the Purchaser shall be entitled to hold possess and enjoy the said **FLAT AND THE PROPERTIES APPURTENANT HERETO TO HAVE AND TO HOLD** the same absolutely and forever unto and in favour of the purchaser.

II. AND the Seller do hereby also transfer, release, relinquish and disclaim all their respective right, title and interest into or upon ALL THAT the said Flat AND THE PROPERTIES APPURTENANT THERETO more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) AND ALSO the right to use the common entrances and staircases and other common parts and portions, installation and facilities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) in common with the other owners and/or the occupants of the said new building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for the Seller and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and

described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said FLAT And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID FLAT**

AND THE PROPERTIES APPURTENANT THERETO hereby, sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges (hereinafter referred to as the **SERVICE CHARGES** (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written)).

III. AND THIS DEED FURTHER WITNESSTH THAT in consideration of the Sale Agreement dated _ and for the purpose of beneficial use and enjoyment of the said Flat and the Properties Appurtenant thereto the Seller and each one of them respectively doth hereby sell, transfer, convey, assure and assign unto and in favour of the Purchaser herein **ALL THAT** the undivided impartible indivisible proportionate share or interest in the land below and underneath the building comprised in the said premises and attributable thereto.

**IV. NOW THIS DEED FURTHER WITNESSETH, AND IT IS
HEREBY COVENANTED, DECLARED AND AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

a) That notwithstanding any act, deed, matter or thing whatsoever done, executed, permitted or suffered by the Seller to the contrary, the Seller is and stands lawfully, rightfully and absolutely seized, possessed of, and otherwise well and sufficiently entitled to, the said Flat and the Properties Appurtenant thereto hereby granted, sold, conveyed, transferred and assigned, or intended so to be, together with every part thereof, for an absolute, perfect, marketable and indefeasible estate and title, free from all restrictions, conditions, trusts or encumbrances whatsoever which may or might invalidate, prejudice or affect the same or any part thereof.

b) That notwithstanding anything contained herein or any act, deed or thing done or suffered as aforesaid, the Seller has and possesses full right, absolute

title, lawful ownership, full power and complete and unfettered authority to grant, convey, transfer, sell and assign the said Flat and the Properties Appurtenant thereto hereby conveyed, or expressed or intended to be conveyed, unto and to the use, benefit and enjoyment of the Purchaser in the manner and to the extent hereinbefore expressed.

c) That the said Flat and the Properties Appurtenant thereto hereby granted, sold and conveyed, or expressed or intended so to be, are at the time of execution hereof free and clear from all manner of claims, demands, encumbrances, liens, mortgages, charges, lis pendens, attachments, leases, tenancies, trusts, debuttar rights or any other adverse claims whatsoever created or suffered by the Seller or by any person claiming or purporting to claim any right, title, estate or interest therein through, under or in trust for the Seller.

d) That the Purchaser shall and may at all times hereafter peacefully and quietly hold, use, possess and enjoy the said Flat and the Properties Appurtenant thereto and receive, retain and appropriate the rents, issues, usufructs and profits thereof without any lawful eviction, interruption, disturbance, claim, demand or adverse assertion whatsoever from or by the Seller or any person

claiming through, under, by or in trust for the Seller.

e) That the Purchaser shall stand fully freed, acquitted, protected, indemnified and harmless from and against all estates, charges, liens, encumbrances, lis pendens, attachments, trusts, debuttar rights, claims, demands, actions or proceedings whatsoever created, occasioned, made, suffered or asserted by the Seller or any person lawfully or equitably claiming through, under or in trust for the Seller.

f) That the Seller and all persons lawfully or equitably claiming any estate, title, right or interest in or upon the said Flat and the Properties Appurtenant thereto or any part thereof through, under or in trust for the Seller shall and will, from time to time and at all times hereafter, at the written request and cost of the Purchaser, do, execute and perform, or cause to be done, executed and

performed, all such further lawful acts, deeds, conveyances, assurances and things whatsoever as may be reasonably necessary or required for the further, better, more fully and perfectly assuring, conveying and confirming the said Flat and the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner aforesaid.

g) That the Seller has not at any time prior to execution of these presents done, executed, permitted, omitted, or knowingly suffered any act, deed, assurance, agreement or thing whereby or whereunder the said Flat and the Properties Appurtenant thereto hereby sold, conveyed and transferred, or expressed or intended to be so sold, conveyed and transferred, or any part thereof, may or can be impeached, defeated, cancelled, prejudiced, diminished or affected in right, title or interest in any manner whatsoever.

v. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES

HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO HEREBY SOLD CONVEYED HEREBY COVENANT WITH THE SELLER AS FOLLOWS:-

- a) **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions and/or House Rules as may be framed by the Seller and upon Formation of the said Association by such Association.

- b) **THAT** the purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including ceases multi-storied Building Tax, water Tax, proportionate BL&LRO Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new Building as a whole and for the common parts and portions.

c) **THE** Purchaser shall within three months from the date of execution of these presents shall apply for and obtain mutation of his name as the owner of the Said Flat and the Properties Appurtenant Thereto from The Kolkata Municipal Corporation and shall also obtain separate assessment of the said Flat and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Seller and upon formation of the Association by such Association/Society/service Company.

VI. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a) **The undivided, indivisible and impartible proportionate share in the land comprising the Said Premises, attributable to the said Flat, together with the corresponding proportionate right, title, interest and entitlement in the common areas, common**

facilities, amenities, services, installations and all other common parts and portions of the said new building and/or the Said Premises hereby conveyed, shall remain forever undivided, inseparable and impartible. The Purchaser shall not be entitled to claim physical partition or division thereof in any manner whatsoever, nor shall the same be capable of being separately transferred, alienated or dealt with independently of the said Flat.

b) That the ground-floor portion of the sanctioned residential common area, including the area earmarked as sanctioned parking space under the approved plan, shall be collectively utilised for car-parking purposes. Such parking area shall be made available for the common use of the six (6) residential units in the said building, and one (1) car-parking space shall be allotted free of cost to each flat purchaser / Allotee, without any separate consideration. It is expressly clarified that the said parking area forms part of the common facilities of the project and shall not constitute a saleable or transferable unit independent of the respective flats.

c) **The rights, title and interest of the Purchaser under this Deed shall be strictly confined, limited and restricted to the said Flat and the properties appurtenant thereto, together with such common rights as are incidental to ownership of the said Flat, but nothing herein contained shall confer upon the Purchaser any independent or exclusive right over any portion of the Said Premises except the said Flat and rights expressly conveyed hereunder.**

b) The Purchaser shall, at his/her/their own cost, apply to and secure from the CESC Ltd a separate individual electricity connection and installation of a separate electricity meter in his/her/their own name(s) for the said Flat. Upon such connection being obtained, the Purchaser shall thereafter be solely liable for and shall punctually and regularly pay all electricity consumption charges, installation fees, deposits, maintenance charges and any other statutory levies or dues payable directly to CESC or any successor authority without raising any claim, demand or liability upon or against the Seller.

d) It is expressly agreed and understood that the Seller shall retain, and shall continue to enjoy, the full, absolute, exclusive and unfettered right, authority and discretion to use, deal with, manage, regulate, alter, license or permit the use of all open spaces, unallotted areas, residual spaces, roof rights, terraces, setback areas and/or any other open or common parts and portions of the said building and/or Said Premises, whether situated horizontally, vertically, overhead or below ground level, in any manner deemed fit by the Seller. The Purchaser hereby expressly acknowledges, agrees and irrevocably consents to the exercise of such rights by the Seller and shall not raise any objection, claim, demand or right of use, ownership or possession over such areas except as expressly provided herein.

**VII. AND THE PURCHASER(S)/BUYER(S) DOTH HEREBY
FURTHER AGREE AND COVENANT WITH THE SELLER AS
FOLLOWS:**

I. The Purchaser shall execute, sign and deliver, whenever required, all necessary declarations, instruments and documents for submission of the Project under the provisions of the *West Bengal Apartment Ownership Act, 1972*, to facilitate the formation and registration of the Association of apartment owners, either personally or through a duly constituted attorney, whenever called upon to do so by the Seller or the Association, as applicable.

- a. The Purchaser shall co-operate fully with the Seller, the Association (when formed), and all other co-purchasers and occupants of the building in the proper administration, management, operation and maintenance of the said Apartment, the building and the common areas of the Project, and shall abide by all resolutions, rules, regulations and directions issued by the Seller and/or the Association as may be applicable and deemed necessary for the overall benefit and interest of the Project.
- b. The Purchaser shall be liable to pay damages, costs or compensation to the Seller or the Association, as applicable, for any loss, breakage, damage or destruction caused to common fixtures, equipment, fittings, installations, pipes, drains, passages, utilities or any other part of the common properties of the Project arising due to negligence, intentional wrongful act or omission of the Purchaser or any person lawfully or unlawfully claiming through the Purchaser, including family members, tenants, guests, visitors, servants, employees, agents or licensees.
- c. The Purchaser shall not throw, dump or permit to be thrown or dumped garbage, refuse, litter, rags or waste materials from the Apartment into the compound, common areas, corridors, staircases, elevators or any part of the building except in designated waste-disposal facilities.
- d. In the event the Purchaser lets out or otherwise permits any other person to occupy the Apartment, the Purchaser shall furnish to the Seller or Association, as applicable, complete particulars of such occupant including name, address, identity proof, contact details and any other information reasonably sought.

- e. The Purchaser shall not subdivide, fragment or partition the Apartment or any portion thereof.
- f. The Purchaser shall not create or permit any person to create any new opening, window, doorway, passage, drainage line, unauthorised electrical connection, or any structural alteration or encroachment affecting any part of the Apartment or the building.
- g. The Purchaser shall not obstruct, object to or interfere with any lawful ongoing construction, improvements, rectification works or additions carried out by the Seller during normal working hours of 8:00 a.m. to 6:00 p.m., even if such work temporarily affects the Purchaser's enjoyment of the Apartment.
- h. The Purchaser shall not engage in any act or omission which may damage the floor, ceiling or structural integrity of the Apartment or any adjoining unit, nor interfere with the rights of any other purchasers to peaceful enjoyment of their premises or common areas.

- i. The Purchaser shall not alter, modify or interfere with the external appearance, facade or architectural elevation of the building or any part thereof.
- j. The Purchaser shall not erect, install, place or construct any structure, enclosure, obstruction or other item in or upon the common areas, including but not limited to walkways, landscaped areas, terraces, lobbies and parking areas.
- k. The Apartment shall be used strictly for residential purposes only and shall not be used for any purpose that may constitute a nuisance, annoyance, disturbance, or inconvenience to any other owner or lawful occupant, nor for any activity expressly prohibited under applicable law.
- l. The Purchaser shall not use or permit the Apartment to be used for any illegal, immoral, commercial, industrial or hazardous activity.
- m. The Purchaser shall ensure that no loud or disturbing noise, vibration, music or activity is conducted inside the Apartment which interferes with the peaceful occupation of other residents.
- n. The Purchaser shall use the allotted parking space, if any, solely for parking of private motor vehicles and not for residential, storage or commercial purposes, nor erect any enclosure, partition or temporary construction therein.
- o. The Purchaser shall not park or permit any vehicle to be parked in driveways, open spaces, common areas or any portion of the Project except the allotted parking space or designated visitor parking.
- p. The Purchaser shall not shift, relocate or modify the position of

kitchen, toilets, internal plumbing or drainage systems or undertake alterations affecting mechanical, electrical or fire-safety installations.

q. No hammering, chiselling or use of heavy tools shall be permitted inside the Apartment, and any breach of this clause will render the Purchaser liable for rectification costs and damages.

r. The Purchaser shall not misuse, waste or improperly divert water supply and utilities connected to the Apartment.

s. The Purchaser shall not alter or change the name of the building as assigned by the Seller.

t. The Purchaser shall not, in any manner whatsoever, use or exploit the trade name, logo, brand, goodwill or identity of the Seller except as part of the property address, failing which the Purchaser shall be liable to pay damages and face legal consequences.

- u.** The Purchaser shall not engage in any offensive, hazardous, injurious or objectionable activity within the Apartment or common areas.
- v.** The Purchaser shall not store heavy articles or equipment likely to damage floors, nor install machinery beyond ordinary household equipment.
- w.** The Purchaser shall not install or operate any generator within the Apartment.
- x.** The Purchaser shall strictly comply with prohibition of smoking in designated prohibited zones and shall dispose of smoking waste only in designated receptacles.
- y.** The Purchaser shall not litter or permit littering within the building or Project site.
- z.** Goods, furniture or heavy items shall not be transported using passenger lifts and shall instead be moved through service staircases.
- aa.** The Purchaser shall refrain from using elevators in the event of fire or emergency as per safety protocols.
- bb.** The Purchaser shall not object to installation of hoardings, signage or branding panels by the Seller or Association.
- cc.** The Purchaser shall not install antennas, satellite dishes or similar equipment except in designated areas.
- dd.** The Purchaser shall remain solely responsible for the acts and conduct of domestic staff, drivers, maids, employees and pets.
- ee.** The Purchaser shall not refuse compliance with lawful directives issued

by competent authorities for works related to the Apartment or building.

ff. The Purchaser shall not engage in actions that may adversely affect the peace, dignity, aesthetics or environmental quality of the Project.

gg. The Purchaser shall not object to the Seller entering into agreements with telecommunication, broadband and service providers, including installation of required equipment in designated common areas.

hh. Air-conditioning units may be installed only in designated locations approved by the Seller or Association.

ii. The Purchaser shall, at their own cost, maintain all internal fixtures, utilities, systems, doors, glass installations, sanitary fittings, wiring and electrical components within the Apartment.

jj. The Purchaser shall ensure that domestic staff use only designated common toilets and maintain cleanliness.

kk. The Purchaser shall not obstruct the Seller or the Association in maintenance or upkeep of the common areas, amenities and facilities.

ii. The Purchaser expressly acknowledges the necessity of timely payment of maintenance charges and agrees to pay all such dues regularly, failure of which shall affect rights and services and may attract penalties.

mm. The Purchaser acknowledges that his rights are limited to the purchased Apartment and allotted parking space (if any) and shall not obstruct or interfere with the Seller's rights to dispose of remaining unsold units or carry out repairs or improvements.

nn. The Purchaser shall, at their own cost, apply for and obtain mutation of the Apartment in municipal and relevant authority records within three (3) months and shall indemnify the Seller against consequences of failure to do so.

oo. Until formation of the Association, the Seller or its appointed service agency shall manage common services and maintenance subject to timely payment of maintenance and service charges by the Purchaser as detailed in the Sixth Schedule.

pp. The Purchaser authorizes the Seller to form or register a Holding Organization/Association/Society or Service Company, and undertakes to become a member thereof and comply with its rules, bye-laws and regulations as may be framed from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT piece and parcel of homestead land admeasuring about **03 (Three) Cottahs 02 (Two) Chattacks 34 (Thirty Four) Sq.Ft.** equivalent to 2284 Sq. ft. be the same a little more or less, being scheme Plot No. 1 comprised in C.S. Dag No. 199, appertaining to Khatian No. 205, in Mouza- Ibrahimpur, J.L. No. 36, Revenue. Survey No. 10, Pargana, Khaspur, Touzi No. 244, Police Station - Previously Tollygunge and presently Jadavpur within District Sub-Registrar & Additional District Sub-Registry Office at Alipore, previously within District of 24- Parganas and presently after delimitation of District within South 24-Parganas together with existing two storied dwelling houses standing thereon total measuring about 2500 Sq.ft out of which 1250 Sq.ft. in Ground Floor and 1250 Sq.ft. in First Floor, (without Lift facility), lying at and being **Kolkata Municipal Premises No. 37/3, Ibrahimpur Road, having Assessee No. 21-096-02- 0067-6 Kolkata-700032**, (Assessee No: 210960200676) Under Ward No. 96 of Kolkata Municipal Corporation, together with right over the annexed common passage and all sorts of other easement rights attached to the property AND THE said premises is butted and bounded as follows: together with right over the annexed common passage and all sorts of other easement rights attached to the property ;

the said premises is being butted and bounded as follows:

On the North: By 20' Feet wide K.M.C Passage Ibrahimpur Road

On the South: By premises No. 37/6, Inrahimpur Road, Kolkata

**700032 On the East: By 80 Pally Playground (municipal
playground/open space)**

**On the West: By a 12-feet wide K.M.C. Passage (common passage/right of
way)**

THE SECOND SCHEDULE ABOVE RERERRED TO
(THE SAID FLAT AND THE PROPERTIES
APPURTENANT THERETO)

ALL THAT, the Apartment being Apartment No. __, situated on the _____ **Floor** (strike out whichever is inapplicable) of the building constructed upon and forming part of the land comprised in and forming the Said Premises (as more fully described in the **FIRST SCHEDULE** hereinabove), having a **Carpet Area measuring _____square feet** in accordance with the definition under the Real Estate (Regulation and Development) Act, 2016, an **estimated Super Built-Up Area measuring _ _____square feet**, and a **Built-Up Area measuring _____square feet**, AND a share in the common Parking Space on the Ground Floor, together with the proportionate, undivided, indivisible and impartible share and interest in the land underneath the building and the Said Premises attributable thereto;

TOGETHER WITH all rights, title, easements, advantages, privileges, liberties and appurtenances belonging to or in any manner enjoyed with the said Apartment, including the right of use of the common entrances, lobbies, staircases, lifts, corridors, pathways, service areas, facilities, installations, passages, equipment, infrastructure, water storage facilities, drainage, sewerage lines, power supply systems and all other Common Areas and Common Facilities as defined under applicable law and/or the

governing documents of the Project;

AND subject to the restrictions, regulations, conditions, covenants and obligations applicable to the said Apartment and the building of which it forms a part, together with such rights as are incidental or appurtenant thereto and are necessary for its peaceful, beneficial, permanent and lawful use and occupation but excluding exclusive or proprietary rights over any portion of the Common Areas not specifically allotted.

The Flat No. “_” is being butted & bounded by, and a Map annexed herewith earmarking the layout of the Flat as well as Car Parking space by RED line :

ON THE NORTH

: ON THE

SOUTH : ON

THE EAST :

ON THE WEST

:

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Common areas, Parts and Portion)

1. Internal roads, pathways, passages and driveways and Security Room.
2. Electronic Elevators;
3. Generators
4. Streetlights, Campus lights and fixtures, electrical installations.
5. Boundary wall / fencing, if any.
6. Road / Block signage
7. Underground/Overhead water reservoir, water pumping station and pump house.
8. Pumps and Pumps Accessories.

9. Sewage, septic tanks and storm drainage system.
10. Water distribution network, rooftop water storage tank;
11. All infrastructural facilities / works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.
12. All electrical installations / works including panels, cables, cable trench and accessories thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS OR QUASI-EASEMENTS)

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Seller and/or the Society and/or the Association of Co-owners and/or the Service Company of the New Building.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the Said FLAT of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the said FLAT so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purpose whatsoever.
3. The right of protection for other portion or portions of the New

Building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said FLAT or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.

4. The right by the Seller and/or occupier or occupiers of other part or parts of the New Building for the purpose of free ingress and egress to and from such other part or parts of the New building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the New Building.

5. The right of the Seller/Service Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under basement/overhead Reservoir, firefighting equipment as aforesaid

PROVIDED ALWAYS the Seller and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Seller the rights easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the fourth schedule hereto.

2. The right of access and passage in common with the Seller and/or the co-owners and occupiers of the new Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the New Building

and the Said Premises.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Seller/the Society/Service Company along such drive way and path ways as aforesaid.

4. The right of support shelter and protection of the said Flat by or from all parts of the New Building so far they now support shelter or protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the said FLAT through pipes drains wires and conduits lying or being in under or over the New Building and the Said Premises so far as may be reasonably necessary for the beneficial occupation of the said FLAT and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the owners and occupiers of the other Flats and portion of the Building.

(MAINTENANCE CHARGES)

1. All proportionate costs of maintenance, operations, repairs, replacement services, Power supply Generator maintenance on regular basis, and building exterior painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc. if insured.

4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or Organization and payment of all other incidental thereto.
5. All common expenses for maintaining roof, white washing, painting, repairing, renovating the common areas, installations including generator, water pump with motor, salaries of the watchman/caretaker, establishment of the association of the flat owners common maintenance for common interest of all the flat owners etc as decided by majority of all the flat owners of the said premises.

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

SIGNED SEALED AND DELIVERED

In the presence of:

Signature of the Seller/Developer/constituted attorney of the Owner

Signature of the Buyer(s)

Prepared

by:

Advocate

MEMORANDUM OF CONSIDERATION

AND THIS DEED FURTHER WITNESSES THAT:

In consideration of the transfer, conveyance and assignment of the said Apartment and Carparking space together with the proportionate undivided share in the land and the rights appurtenant thereto, the Purchaser has paid and the Seller/Developer has received from the Purchaser the total agreed sale consideration of **Rupees** _____
(_____) only.

The said consideration represents the full and final price payable in terms of the **Agreement for Sale dated _____, executed between the Parties**, inclusive of all instalments, charges and payments as stipulated therein, and subject to applicable statutory taxes, levies and fees which have been duly discharged by the Purchaser.

The payment of the said total consideration has been made by the Purchaser to the Seller/Developer in the following manner:

Sl. No.	Mode of Payment Instrument / UTR / Cheque No.	Date of Payment	Amount
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1.

2.

3.

4.

WITNESSES:

1.

2.

Signature of the Seller/Payee