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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty-Four (2024);

BETWEEN

MRS. SUBHRA CHAKRABORTY, (PAN NO- AQFPC6172L) (AADHAAR NO. 5934 6999 0267), wife of Late Mihir Kumar Chakraborty, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**.

The Owner herein duly represented by **SHIDDHI VINAYAK CONSTRUCTION, (PAN NO. AFCFS1051A)**, a partnership firm, having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, being represented by its Partners namely, **(1) MR. ASHIM SEN, (PAN NO- CFOPS9990A) (AADHAAR NO. 9818 3845 5640)**, son of Pravash Chandra Sen, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 86, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(2) MR. SWASTIK GHOSH, (PAN NO- ADBPG8065B) (AADHAAR NO. 7981 1248 2570)**, son of Subash Ghosh, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 175/1, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(3) MR. AMAR NATH BHATTACHARJEE, (PAN NO- ADRPB4471E) (AADHAAR NO. 7255 1599 1606)**, son of Bholanath Bhattacharjee, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 59, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas and **(4) MR. NIRUPAM CHAKRABORTY, (PAN NO- AGOPC7943A) (AADHAAR NO. 6070 6724 1969)**, son of Late Mihir Kumar Chakraborty, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, by virtue of Development Agreement with

Shiddhi Vinayak Construction
Amar Nath Bhattacharjee
Partner

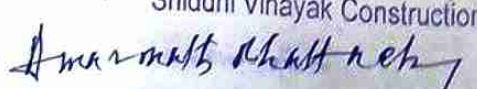
Development Power of Attorney on 21st Day of September, 2023, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2023, Page from 299265 to 299305, **Being No. 150610353 for the year 2023.**

AND

SHIDDHI VINAYAK CONSTRUCTION, (PAN NO. AFCFS1051A), a partnership firm, having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, being represented by its Partners namely, **(1) MR. ASHIM SEN, (PAN NO- CFOPS9990A) (AADHAAR NO. 9818 3845 5640)**, son of Pravash Chandra Sen, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at 86, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(2) MR. SWASTIK GHOSH, (PAN NO- ADBPG8065B) (AADHAAR NO. 7981 1248 2570)**, son of Subash Ghosh, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 175/1, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(3) MR. AMAR NATH BHATTACHARJEE, (PAN NO- ADRPB4471E) (AADHAAR NO. 7255 1599 1606)**, son of Bholanath Bhattacharjee, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 59, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas and **(4) MR. NIRUPAM CHAKRABORTY, (PAN NO- AGOPC7943A) (AADHAAR NO. 6070 6724 1969)**, son of Late Mihir Kumar Chakraborty, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include its successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART.**

AND,

[if the Allottee is a company]

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 Partner

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

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

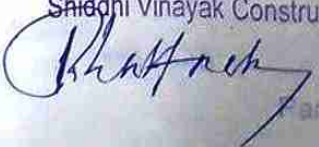
Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest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

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint

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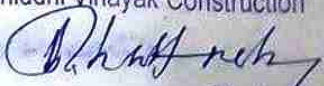

Partner

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

WHEREAS :

- A. That after the partition of India, a large number of residents crossed over and came from formerly of East Pakistan now Bangladesh and came to territory of the State of West Bengal and started to reside in different areas within territory of State of West Bengal as refugee and one Nirod Behari Banerjee (now deceased) as refugee along with other refugee squatted upon some portion of the lands and started to reside over the land situated at Mouza – Bagjola, P.S. Dum Dum, District – 24 Parganas now North 24 Parganas.
- B. That the Governor of West Bengal for the purpose of rehabilitation also to render all reasonable facilities to such persons and/or refugees and to provide residence to those homeless people framed a scheme and after passing of the Estate Acquisition Act, 1954, under the provisions of the aforesaid Act, some portion of land situated at Mouza – Bagjola, P.S. Dum Dum, District – 24 Parganas now North 24 Parganas, become vested to the Government of State of West Bengal.
- C. That the said Nirod Behari Banerjee (now deceased) while possessing a plot of land at Mouza – Bagjola, P.S. Dum Dum, District – 24 Parganas now North 24 Parganas, being a Refugee displaced from the East Pakistan now Bangladesh, approached to the Government of West Bengal for a plot of land for rehabilitation purpose.
- D. That the Government of West Bengal decided to confer absolute right, title and interest in favour of the occupant residing on the vested land at Mouza – Bagjola, P.S. Dum Dum, District – 24 Parganas now North 24 Parganas and framed a scheme through its Refugees Relief & Rehabilitation Department

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Partner

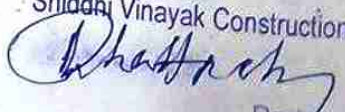
and as per such scheme, Nirod Behari Banerjee (now deceased), through Colony Committee of such locality made an application before the Refugee Relief & Rehabilitation Department of the Government of West Bengal for allotment of a plot of land in the said Mouza – Bagjola and the Government of West Bengal through its official accepted the application of the said Nirod Behari Banerjee (now deceased) and the Government of West Bengal also agreed to allot a plot of land on the basis of the absolute ownership with some other terms and conditions as per scheme adopted by the Government of West Bengal.

- E. That the Government of State of West Bengal through the officials of the State of West Bengal executed a registered Deed of Gift in favour of Nirod Behari Banerjee (now deceased), son of Late Nikunja Bihari Banerjee of Prafulla Nagar Colony, Dum Dum, in respect of ALL THAT piece and parcel of demarcated land measuring an area of 2 Cottahs be the same a little more or less, under Mouza – Bagjola, J.L. No. 21, E.P. No. 77, S.P. No. 137, comprised in C.S. Plot/Dag No. 845 (P), under Khatian No. 660, lying and situated at P.S. Dum Dum, District – North 24 Parganas, which was duly executed and registered on 22.11.1991 in the office of the Additional District Sub Registrar, North 24 Parganas at Barasat and recorded in Book No. 1, Volume No. 15, Pages from 49 to 52, Being No. 1115 for the year 1991.
- F. That the said Nirod Behari Banerjee (now deceased) by virtue of the aforesaid Deed of Gift got possession of the aforesaid land measuring an area of 2 Cottahs be the same a little more or less and mutated his name in the records of the South Dum Dum Municipality as owner of Holding No. 96, Prafulla Nagar Colony also known as Premises No. 75, Prafulla Nagar Colony, P.S. Dum Dum, Ward No. 22, District – North 24 Parganas and was paying relevant taxes regularly and thereafter he duly constructed an one storied pucca building on the said land, measuring an area of 600 Sq. Ft. more or less and was enjoying his right, title and interest over the aforesaid property by paying taxes and khajnas to the concerned authority time to time on regular basis.

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Dharmendra
Partner

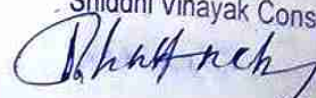
- G. That the said Nirod Behari Banerjee died intestate on 08.03.2003 leaving behind his two sons namely Sri Pannalal Banerjee & Dr. Jahar Lal Banerjee and three married daughters namely Smt. Subhra Chakraborty, Smt. Sukla Bhattacharya & Smt. Kum Kum Mukhopadhyay alias Kumkum Mukhopadhyay as his only legal heirs and successors of the Hindu Succession Act, 1956. Be it mention that his wife Usha Rani Banerjee died on 04.10.1998.
- H. That the said Pannalal Banerjee, Dr. Jahar Lal Banerjee, Smt. Subhra Chakraborty, Smt. Sukla Bhattacharya & Smt. Kum Kum Mukhopadhyay alias Kumkum Mukhopadhyay were became the absolute joint owners of the aforesaid land measuring an area of 2 Cottahs be the same a little more or less together with one storied pucca building standing thereon, measuring an area of 600 Sq. Ft. more or less, lying and situated at Holding No. 96, Prafulla Nagar Colony also known as Premise No. 75, Prafulla Nagar Colony, P.S. Dum Dum, Ward No. 22, under South Dum Dum Municipality, District – North 24 Parganas, by way of inheritance.
- I. By a registered Deed of Conveyance dated 12.08.2022, registered at the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume Nd. 1506-2022, Pages from 403840 to 403863, Being No. 150611219 for the year 2022, said Pannalal Banerjee, Dr. Jahar Lal Banerjee, Smt. Subhra Chakraborty, Smt. Sukla Bhattacharya & Smt. Kum Kum Mukhopadhyay alias Kumkum Mukhopadhyay, described therein as the Vendors sold, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring an area of 2 Cottahs be the same a little more or less together with one storied pucca building standing thereon, measuring an area of 600 Sq. Ft. more or less, lying and situated at Holding No. 96, Prafulla Nagar Colony also known as Premise No. 75, Prafulla Nagar Colony, P.S. Dum Dum, Ward No. 22, under South Dum Dum Municipality, District – North 24 Parganas unto and in favour of Sri Pratyush Mukherjee, described therein as the Purchaser.
- J. Said Sri Pratyush Mukherjee was well seized and possessed of or otherwise well and sufficiently entitled to the Bastu land measuring an area of 2 Cottah be the same a little more or less together with one storied pucca building

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standing thereon, measuring an area of 600 Sq. Ft. more or less, lying and situated at Holding No. 96, Prafulla Nagar Colony also known as Premise No. 75, Prafulla Nagar Colony, P.S. Dum Dum, Ward No. 22, under South Dum Dum Municipality, District – North 24 Parganas.

- K. By a registered Deed of Gift dated 30.08.2022 registered at the office of Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, Pages from 412420 to 412441, Being No. 150611373 for the year 2022, said Sri Protyush Mukherjee, described therein as the Donor granted, transferred and assigned ALL THAT piece and parcel of Bastu land measuring an area of 2 Cottahs be the same a little more or less together with one storied pucca building standing thereon, measuring an area of 600 Sq. Ft. more or less, lying and situated at Holding No. 96, Prafulla Nagar Colony also known as Premises No. 75, Prafulla Nagar Colony, P.S. Dum Dum, Ward No. 22, under South Dum Dum Municipality, District – North 24 Parganas unto and in favour of Mrs. Subhra Mukherjee, described therein as the Donee.
- L. Thus, in the manner as stated above, by virtue of the Gift Deed stated above, the said Mrs. Subhra Mukherjee while seized and possessed the same mutating her name in the Assessment Records of the South Dum Dum Municipality vide Municipal Holding No. 96, Prafulla Nagar Colony paying relevant taxes up to date freely, uninterruptedly and free from all encumbrances having absolute right to transfer the said property in any manner as they deem fit and proper.
- M. Thus, said Mrs. Subhra Mukherjee, the Owner herein became the sole and absolute lawful owner of ALL THAT piece or parcel of a plot of Bastu land measuring an area of 2 (Two) Cottah more or less with one storied pucca building standing thereon, 600 Sq. Ft. more or less comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration

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Office at Cossipore, Dum Dum in the District of North 24 Parganas, particularly mentioned and described in the First Schedule and is now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owners shall think fit and proper.

- N. The said Owner herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owner herein entered into a registered Development Agreement with Development Power of Attorney dated **21st Day of September, 2023** with **SHIDDHI VINAYAK CONSTRUCTION, (PAN NO. AFCFS1051A)**, a partnership firm, having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, being represented by its Partners namely, **(1) MR. ASHIM SEN, (PAN NO- CFOPS9990A) (AADHAAR NO. 9818 3845 5640)**, son of Pravash Chandra Sen, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at 86, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(2) MR. SWASTIK GHOSH, (PAN NO- ADBPG8065B) (AADHAAR NO. 7981 1248 2570)**, son of Subash Ghosh, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 175/1, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(3) MR. AMAR NATH BHATTACHARJEE, (PAN NO- ADRPB4471E) (AADHAAR NO. 7255 1599 1606)**, son of Bholanath Bhattacharjee, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 59, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas and **(4) MR. NIRUPAM CHAKRABORTY, (PAN NO- AGOPC7943A) (AADHAAR NO. 6070 6724 1969)**, son of Late Mihir Kumar Chakraborty, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas as Developer i.e. the Developer herein for the

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development of the said property under certain terms & conditions as the Developer shall think, fit and proper and also as their lawful attorney to act behalf of them and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2023, Page from 299265 to 299305, **Being No. 150610353 for the year 2023.**,

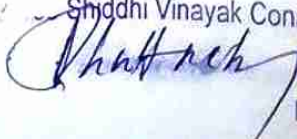
- O. Thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being Plan No. dated issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 2 (Two) Cottah, more or less morefully and particularly described in the FIRST SCHEDULE hereunder written.
- P. As per the allocation and/or allotment of Development Agreement dated **21st Day of September, 2023**, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- Q. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on** **under registration no.**
- R. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet super built up area** of the, building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bagjola, J.L.

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 Partner


No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, West Bengal hereinafter called and referred to as the “**SAID FLAT**” morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....)** only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

- S. By an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus Three storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....)** only and the same was duly confirmed by the said Developer herein.

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 Partner

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....)** only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local

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authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

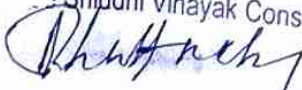
1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair,

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renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.

6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

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NOTE:

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

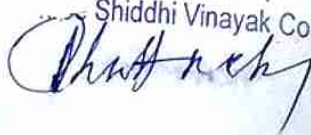
THE FIRST SCHEDULE ABOVE REFERRED TO:**(THE SAID PREMISES)**

ALL THAT piece or parcel of a plot of Bastu land measuring an area of 2 (Two) Cottah more or less with one storied pucca building standing thereon, 600 Sq. Ft. more or less, lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, West Bengal and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY 12 Feet width Road;
ON THE SOUTH	:	BY E.P. No. 76;
ON THE EAST	:	BY E.P. No. 75;
ON THE WEST	:	BY 22 Feet width Road;

THE SECOND SCHEDULE ABOVE REFERRED TO**(Description of the said Flat)**

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "**VINAYAK TOWER**", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land, lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata

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 Partner

– 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO:

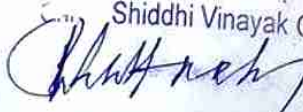
(Common Parts and Facilities)

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

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their

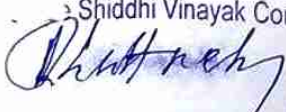
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- respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
 10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days, is liable for panel interest @ 2% per months.
 11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

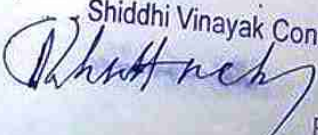
(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and

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repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.

- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

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

SIGNED SEALED AND DELIVERED

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

- 1.
- 2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED

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

- 1.
- 2.

Shiddhi Vinayak Construction
Amitabh Chakrabarty
 Partner

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED

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

- 1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
 High Court, Calcutta.
 Enl. No.

RECEIPT

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

MEMO OF CONSIDERATION

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch Name</u>	<u>Amount</u>
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Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

Shiddhi Vinayak Construction

Amar mhatre
Partner

2.

SIGNATURE OF THE DEVELOPER

Shiddhi Vinayak Construction

Amar mhatre
Partner