

DEED OF CONVEYANCE

Date: / /

Nature of Document: **DEED OF CONVEYANCE**

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

OWNER: (1). SRI KAMAL ROY, (PAN No. DTSPR2189K, AADHAAR NO. 7654 5110 9132), son of Late Kartick Chandra Roy, by occupation- Business, by religion- Hindu, by nationality- Indian, residing at Ghasiara Purba Para, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150, **2) SMT. SUJATA MONDAL, (PAN NO. CSKPM1607H, AADHAAR NO. 9146 0603 4515),** wife of Kartick Mondal, daughter of Late Kartick Chandra Roy by occupation- House wife, by religion- Hindu, by nationality- Indian, residing at Sitala Paschim, Mali Pukuria, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150, **3) SRI PINTU GHOSH, (PAN NO. DFCPG6603D, AADHAAR NO. 6214 5606 4209)** son of Debendra Ghosh, by occupation- Service, by religion- Hindu, by nationality- Indian, residing at Gorkhara Langal Para, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150, **4) SRI BIPLAB GHOSH, (PAN NO. DRGPG9959A, AADHAAR NO. 7132 0300 3022)** son of Pintu Ghosh, by occupation- Others, by religion- Hindu, by nationality- Indian, residing at Gorkhara Langal Para, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150 and **5) SMT. MOON GHOSH, (PAN NO. DPMPG4386D, AADHAAR NO. 5866 4026 9018)** daughter of Pintu Ghosh, by occupation- House wife, by religion- Hindu, by nationality- Indian, residing at Narayanpur, Post Office & Police Station -Bhangar, District – South 24 Parganasa, Pin- 743502, represented by their Constituted Attorney through a General Power of Attorney executed and registered dated 24.11.2022 in favour of **M/S. ALI CONSTRUCTION** (having PAN ABFFA6122P) a partnership Firm, having its office at 28B/1, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata – 700039, represented by its partners **1. MOHAMMED ZAHED ALI, (PAN NO. AKQPA7492N, AADHAAR NO. 508650941843),** son of Md. Arshad Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 47F, New Town Day School, P.O. & P.S. Tiljala, Kolkata – 700039, **2. MD. ASHFAQUE ALI, (PAN NO. AGRPA3423G, AADHAAR NO. 562884418682),** son of Late Ashraf Ali, by faith – Muslim, by nationality – Indian, by

occupation – Business, resident of 28B/1, Golam Jilani Khan Road, P.O. & P.S. Tiljala, Kolkata – 700039, registered at the Office of A.D.S.R., Sonarpur, South 24 Parganas, and recorded in the Book No. I, Volume No. 1608-2022, Pages from 208126 to 208146, Being No. 09414 for the year 2022, hereinafter called the ‘**OWNERS**’ of the **ONE PART**.

AND

PURCHASER : _____ (having PAN _____ and Aadhaar No. _____) Son of _____, by faith Hindu, by occupation _____, by nationality Indian, residing at _____, P.S. _____, Kolkata – _____, in the District _____, hereinafter called the **PURCHASER** of the **SECOND PART**.

AND

DEVELOPER: M/S. ALI CONSTRUCTION (having PAN ABFFA6122P) a partnership Firm, having its office at 28B/1, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata – 700039, represented by its partners **1. MOHAMMED ZAHED ALI, (PAN NO. AKQPA7492N, AADHAAR NO. 508650941843)**, son of Md. Arshad Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 47F, New Town Day School, P.O. & P.S. Tiljala, Kolkata – 700039, **2. MD. ASHFAQUE ALI, (PAN NO. AGRPA3423G, AADHAAR NO. 562884418682)**, son of Late Ashraf Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 28B/1, Golam Jilani Khan Road, P.O. & P.S. Tiljala, Kolkata – 700039, hereinafter called the **DEVELOPER** of the **THIRD PART**.

Subject of Conveyance:

Transfer of said flat and Appurtenances:

SAID FLAT: ALL THAT piece and parcel of one self-contained residential flat having tiles flooring being **Flat No. C-1** measuring about **780 Sq.ft. super built-up area** more or less i.e. ***** sq.ft. carpet area**, consisting of two bed rooms, one drawing cum dining cum kitchen, one toilet, one w.c. and one Balcony on the **first floor** in the North –East facing and one **car parking space** measuring about **120 sq.ft.** on the ground floor of the said Ground plus Four storied building with lift provision named as “**SAYAN GALAXY APARTMENT**” lying and situated at **ALL THAT** piece and parcel of land measuring 21 sataks. along with a Ground plus Four storied residential building with lift provision lying and situated at Mouza

Ghasiara, J.L. No. 23, Re. Sa. No. 47, Pargana Medonmollo, R.S. Khatian No. 131 and R.S. Dag No. 838 correspondingly L.R. 865/1129 and 865/1130, P.S. Sonarpur, District 24 Parganas (South) being **holding no. 149 of Rajpur-Sonarpur Municipality, P.O. & Police Station Sonarpur, Kolkata 700150** (Mailing Address ‘SAYAN GALAXY APARTMENT’ Ghasiara Purba Para, Post Office & Police Station -Sonarpur, District – South 24 Parganas, Kolkata- 700150) within the limits of **Rajpur-Sonarpur Municipality, Ward No. 11**, morefully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAID PROPERTY).

LAND SHARE : Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

SHARE IN COMMON PORTION: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

BACK GROUND:

Ownership of the Landowners: By virtue of the events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

WHEREAS the property which is the subject matter of this development agreement, together with other properties originally belonged to Anil Kumar Bramhachari and Sunil Kumar Bramhachari, son of Late Kapil Chandra Bramchari of Harinavi, Police Station- Sonarpur, District- South 24 Parganas.

AND WHEREAS by a registered Deed of Conveyance registered on 11th May, 1981 registered in the office of the Sub-Registrar, Sonarpur and recorded in Book No. I, Being No. 2225, for the year 1981 the said Anil Kumar Bramhachari and Sunil Kumar Bramhachari sold and conveyed an area of 10 sataks more or less portion of R.S. Dag No. 838, R.S. Khatian No. 131, at Mouza Ghasiara, J.L. No. 23, P.S. Sonarpur, District- South 24 Parganas, unto and in favour of Santi Rani Roy, wife of Kartick Chandra Roy.

AND WHEREAS by a registered Deed of Conveyance registered on 11th May, 1981 registered in the office of the Sub-Registrar, Sonarpur and recorded in Book No. I, Being No. 2227, for the year 1981, the said Anil Kumar Bramhachari and Sunil Kumar Bramhachari sold and conveyed an area of 11 sataks more or less portion of R.S. Dag No. 838, R.S. Khatian No. 131, at Mouza Ghasiara, J.L. No.23, P.S. Sonarpur, District- South 23 Parganas, unto and in favour of Kartick Chandra Roy, son of Late Annada charan Roy.

AND WHEREAS after purchasing the above mentioned lands the said Santi Rani Roy and Kartick Chandra Roy mutated their name before the Sonarpur B.L. & L.R.O and as well as before Rajpur-Sonarpur Municipality and seized and possessed the property peacefully by paying taxes regularly.

AND WHEREAS Kartick Chandra Roy the owner of 11 satak land more or less while seized and possessed the same died intestate on or about 05.01.2011 leaving behind his wife namely Santi Rani Roy, one son Kamal Roy and two daughters namely Sujata Mondal and Dolly Ghosh (Since deceased), who inherited the property left behind by Kartick Chandra Roy.

AND WHEREAS by way of succession 1) Santi Rani Roy, 2) Kamal Roy, 3) Sujata Mondal, 4) Pintu Ghosh, 5) Biplab Ghosh and 6) Moon Ghosh (4 to 6 are the legal heirs of Late Dolly Ghosh, daughter of Late Kartick Chandra Roy) became the joint owners of the land measuring 11 sataks more or less of R.S. Dag No. 838, L.R. Dag No. 865/1129, R.S. Khatian No. 131 and L.R. Khatian No. 735, at Mouza Ghasiara, J.L. No. 23, holding No. 149, Ward No. 11 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District- South 24 Parganas.

AND WHEREAS while seized and possessed of land measuring 10 sataks more or less of R.S. Dag No. 838, L.R. Dag No. 865/1130 R.S. Khatian No. 131, L.R. Khatian No. 734 at Mouza Ghasiara, J.L. No. 23, holding No. 167, Ward No. 11 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District- South 24 Parganas, the said Santi Rani Roy gifted her said property to her only son Kamal Roy by registered Deed of Gift (Bengali Danpottro Dalil) on 30th August, 2013, which was registered before the A.D.S.R. Sonarpur and which was duly recorded in Book No. I, C.D. Volume No. 23, Pages 7318 to 7329, being No. 10281 for the year 2013.

AND WHEREAS the said Santi Rani Roy died intestate on or about 06.06.2018 leaving behind only son 1) Kamal Roy, 2) daughter Sujata Mondal, 3) Pintu Ghosh, 4) Biplab Ghosh and 5) Moon Ghosh (3 to 5 are the legal heirs of Late Dolly Ghosh, daughter of Late Kartick Chandra Roy and Late Santi Rani Roy) as her only legal heirs and successor.

AND WHEREAS by way of Gift Kamal Roy become the owner of land measuring about 10 sataks more or less along with 200 Sq.ft. kacha structure thereon at Mouza Ghasiara, J.L. No. 23, comprising in R.S. Dag No. 838, L.R. Dag No. 865/1130, R.S Khatian No. 131, L.R. Khatian No. 2523, Municipal holding No. 167, Ward No. 11 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District- South 24 Parganas here under mentioned in Schedule “A” Property.

AND WHEREAS by way of inheritance Kamal Roy, Sujata Mondal and the legal heirs of Late Dolly Ghosh 1) Pintu Ghosh, (Husband) 2) Biplab Ghosh (Son) and 3) Moon Ghosh (Daughter) are became the joint owners of the land measuring about 10 sataks more or less along with 200 Sq.ft. kacha structure thereon at Mouza Ghasiara, J.L. No. 23, comprising in R.S. Dag No. 838, L.R. Dag No. 865/1129, R.S Khatian No. 131, L.R. Khatian No. 735, Municipal holding No. 149, Ward No. 11 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District- South 24 Parganas here under mentioned in Schedule “B” Property.

DEVELOPMENT AGREEMENT:

That said Land Owners namely Kamal Roy, Sujata Mondal and the legal heirs of Late Dolly Ghosh 1) Pintu Ghosh, (Husband) 2) Biplab Ghosh (Son) and 3) Moon Ghosh (Daughter) entered in to a registered Development Agreement on 24.11.2022, with one **M/S. ALI CONSTRUCTION** (having PAN ABFFA6122P) a partnership Firm, having its office at 28B/1, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata – 700039, represented by its partners **1. MOHAMMED ZAHED ALI, (PAN NO. AKQPA7492N, AADHAAR NO. 508650941843)**, son of Md. Arshad Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 47F, New Town Day School, P.O. & P.S. Tiljala, Kolkata – 700039, **2. MD. ASHFAQUE ALI, (PAN NO. AGRPA3423G, AADHAAR NO. 562884418682)**, son of Late Ashraf Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 28B/1, Golam Jilani Khan Road, P.O. & P.S. Tiljala, Kolkata – 700039, which was recorded in Book No. I, Volume No. 1608-2022, Pages 207393 to 207432, being No. 09406 for the year 2022, registered at the Office of the A.D.S.R., Sonarpur.

DEVELOPMENT POWER OF ATTORNEY:-

That said Land Owners namely Kamal Roy, Sujata Mondal and the legal heirs of Late Dolly Ghosh 1) Pintu Ghosh, (Husband) 2) Biplab Ghosh (Son) and 3) Moon Ghosh (Daughter) entered in to a registered Development Agreement on 24.11.2022, execute a Development Power of Attorney after Registered Development Agreement dated 24th day of November, 2022 registered in the office of A.D.S.R. Sonarpur, South 24 Parganas, and recorded in the Book No. I, Volume No. 1608-2022, Pages from 208126 to 208146, Being No. 09414 for the year 2022, appointing the said **M/S. ALI CONSTRUCTION** (having PAN ABFFA6122P) a partnership Firm, having its office at 28B/1, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata – 700039, represented by its partners **1. MOHAMMED ZAHED ALI, (PAN NO. AKQPA7492N, AADHAAR NO. 508650941843)**, son of Md. Arshad Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 47F, New Town Day School, P.O. & P.S. Tiljala, Kolkata – 700039, **2. MD. ASHFAQUE ALI, (PAN NO. AGRPA3423G, AADHAAR NO. 562884418682)**, son of Late Ashraf Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 28B/1, Golam Jilani Khan Road, P.O. & P.S. Tiljala, Kolkata – 700039, as their Constituted Attorney.

PLAN SANCTION:

Subsequently the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan obtained from the Rajpur-Sonarpur Municipality Developer amalgamated the two holding nos. 149 and 167 into one holding no. 149 of Rajpur-Sonarpur Municipality, and after that the said Developer submitted the plan before the concerned authority of the Rajpur-Sonarpur Municipality in the name of the land owners and thereafter the concerned authority of the Rajpur-Sonarpur Municipality sanctioned the said plan vide Sanction Plan No. _____ dated _____ and subsequently the said Developer started the construction of G plus Three storied Residential building consisting of Flats, Car Parking spaces and shops in the said proposed building.

CONSTRUCTION OF BUILDING:

M/S. ALI CONSTRUCTION (having PAN ABFFA6122P) a partnership Firm, having its office at 28B/1, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata – 700039, represented by its partners **1. MOHAMMED ZAHED ALI, (PAN NO. AKQPA7492N, AADHAAR NO. 508650941843)**, son of Md. Arshad Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 47F, New Town Day School, P.O. & P.S. Tiljala, Kolkata

– 700039, **2. MD. ASHFAQUE ALI, (PAN NO. AGRPA3423G, AADHAAR NO. 562884418682)**, son of Late Ashraf Ali, by faith – Muslim, by nationality – Indian, by occupation – Business, resident of 28B/1, Golam Jilani Khan Road, P.O. & P.S. Tiljala, Kolkata – 700039; the Developer herein completed the construction of the entire Ground plus Four storied building with lift provision namely **“SAYAN GALAXY APARTMENT”** upon the said land more fully described in the FIRST SCHEDULE hereunder written and thereafter handed over the possession of the owners’ allocation to the Vendors/ Owners herein.

SUPER BUILT UP AREA

Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT

Pursuant to an execution of Agreement for Sale made on _____, 2025 between the Purchaser and the Landowner through his Constituted Attorney and the Developer in order to purchase of an Apartment in the said **“SAYAN GALAXY APARTMENT”**, the Developer by execution of the said Agreement for Sale provisionally agreed to allot to the Purchaser herein the Flat and car parking space more fully described in the SECOND SCHEDULE hereunder written, subject to the Purchaser agreed to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE

The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats.

SALE : The Developer hereby sells, grants, transfers and conveys to the Purchaser the said Flat and car parking space together with the undivided proportionate share in the land.

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner

contained in the Agreement for Sale dated _____, 2025, the Developer herein had called upon the Purchaser/s to take possession of the said Flat and Car Parking Space and the Purchaser shall took possession thereof upon fully satisfying himself being satisfied with the title of the Vendors/ Owners to the land, the Building Sanctioned Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through their Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat and Car Parking Space in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS: Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the flat and car parking space together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as “**SAYAN GALAXY APARTMENT**” with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs. 45,00,000/- (Rupees Forty five lakhs) only the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE: The Developer and the Vendors/ Owners hereby sells, grants, transfers and conveys to the Purchaser the said Flat and Car Parking Space together with the undivided proportionate share in the land morefully mentioned in the First Schedule herein below.

PURCHASER'S COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved and/or sanctioned by Rajpur-Sonarpur Municipality) of **“SAYAN GALAXY APARTMENT”** and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **“SAYAN GALAXY APARTMENT”**, Common Portions and the Building Common Portions.
- 2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.
- 3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **“SAYAN GALAXY APARTMENT”** and/or with regard to formation of maintenance organization/association for the **“SAYAN GALAXY APARTMENT”**, after handing over possession of the Apartment.
- 4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant sold out Flat in the **“SAYAN GALAXY APARTMENT”**.
- 5) The **“SAYAN GALAXY APARTMENT”**, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody,

whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **“SAYAN GALAXY APARTMENT”**.

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“SAYAN GALAXY APARTMENT”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“SAYAN GALAXY APARTMENT”** Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building has been constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“SAYAN GALAXY APARTMENT”** will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the other Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used

for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the “**SAYAN GALAXY APARTMENT**” in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat and Car Parking Space or more effectually transferring the said Flat and Car Parking Space to the Purchaser/s.

POSSESSION: The Developer has handed over the peaceful possession of the Flat and Car Parking Space to the Purchaser herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

OBLIGATION OF THE PURCHASER: On and from the Date of Possession, the Purchaser shall :

a. Residential Use: Not use the Said Flat other than Residential purpose only, under no circumstances the Purchaser shall use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummier, hotel, restaurant, nursing home, club, school or other public gathering place.

b. No Alteration: After purchase the Purchaser can not modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In that event if the Purchaser shall make the said alterations/changes, the Purchaser shall compensate, the Developers as it will be estimated by the Developer.

- c.** No Structural Alteration: No alteration, modification or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.
- d.** No Sub-Division: Not sub-divide the said Flat and car parking space and Appurtenances and the Common Portions, under any circumstances.
- e.** No Changing Name: Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.
- f.** No Nuisance and Disturbance: Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- g.** No Storage: Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- h.** No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).
- i.** No Obstruction of Common Portions: Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- j.** No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

k. No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

l. No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

m. No Floor Damage : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

n. No Use of Machinery : Not install or operate any Machinery or equipment except household appliances.

o. No Right in Other Areas: The Purchaser/s shall not have any right in the other portions of the saidProperty and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants : The Developer covenants with the Purchaser/s and admit and accept that :

No Creation of Encumbrance :The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser in respect of the Said Flat and Car Parking Space And Appurtenances, subject to the Purchaser has fulfilled all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises with Building)

ALL THAT piece and parcel of land measuring more or less 21 sataks. along with a Ground plus Four storied residential building with lift provision lying and situated at Mouza Ghasiara, J.L. No. 23, Re. Sa. No. 47, Pargana Medonmollo, R.S. Khatian No. 131 and R.S. Dag No. 838 correspondingly L.R. 865/1129 and 865/1130, P.S. Sonarpur, District 24 Parganas (South) being **holding no. 149 of Rajpur-Sonarpur Municipality, P.O. & Police Station Sonarpur, Kolkata 700150** (Mailing Address ‘SAYAN GALAXY APARTMENT’ Ghasiara Purba Para, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150) within the limits of **Rajpur-Sonarpur Municipality, Ward No. 11** and the land is being butted and bounded as follows:-

ON THE NORTH : 10 ft. wide private passage;
ON THE SOUTH : Land of Kamal Mondal;
ON THE EAST : 18’ wide Ghasiara ‘C’ Road;
ON THE WEST : Vacant land;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat and Car Parking Space)

ALL THAT piece and parcel of one self-contained residential flat having tiles flooring being **Flat No. C-1** measuring about **780 Sq.ft. super built-up area** more or less i.e. ***** sq.ft. carpet area**, consisting of two bed rooms, one drawing cum dining cum kitchen, one toilet, one w.c. and one Balcony on the **first floor** in the North –East facing and one **car parking space** measuring about **120 sq.ft.** on the ground floor of the said Ground plus Four storied building with lift provision lying at **holding no. 149 of Rajpur-Sonarpur Municipality, P.O. & Police Station Sonarpur, Kolkata 700150** (Mailing Address ‘SAYAN GALAXY APARTMENT’ Ghasiara Purba Para, Post Office & Police Station -Sonarpur, District – South 24 Parganasa, Kolkata- 700150) within the limits of **Rajpur-Sonarpur Municipality, Ward No. 11** , and the flat is more particularly shown and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this indenture TOGETHER WITH undivided proportionate share of land fully described in the FIRST SCHEDULE hereinabove written TOGETHER WITH right to enjoy the proportionate share or interest in

the common areas and parts of the said building, fully described in the THIRD SCHEDULE hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the FOURTH SCHEDULE hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Particulars of the Common areas and Parts)**

The Owners and the Purchaser entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Entrance and exists to the premises and also the unit including drive ways.
2. Boundary walls and main gate of the premises.
3. Stairs, stair case lobbies and corridors on all the floors and landing/ hand railings and other fixtures installed in the staircase and lift.
4. Foundation, columns, girders, beams, supporters of main walls etc. including the boundary walls of the premises.
5. Water, drainage, sewerage, evacuation lines, drainage, sewerage evacuation pipes from the unit to drains and sewers and other installations for the same would be common for the building.
6. Ultimate roof and/or terrace of the building.
7. Water supply line from the common underground reservoir to the overhead tank of the building and system relating thereto including water pump motor, overhead water reservoir, plumbing installations for carriage of water, water eviction pipes, fittings save and except the installations made inside the said flat. Tube well with pump and machine room (if permitted by appropriate authority

8. Electrical wiring and other accessories together with the space required for installation of the same.
9. Underground water reservoir.
10. Lighting, fixtures and fittings of the common portions of the building.
11. Such other common parts areas, equipment installations fittings fixtures and spaces as are necessary for passage and/or user of the unit in common by all co-occupants and/or co-Owners of the building.
12. Lift lobbies, lift shaft and lift machine room.
13. Lift installations and Machine Room.
14. Toilet in the Ground floor for use in common of the Darwans, Security guards, Caretaker and unit holder's drivers and servants.
15. Roof terrace of the entire building.
16. Common passage for ingress and egress from main Municipal Road to the building, Caretaker room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

1. The expenses for maintenance, operating, white washing painting, repairing, replacing or shifting, re-decorating, cleaning, lighting of all common parts amenities and facilities including the outer walls of the building, boundary walls, stair case, roof, foundation, wall, main gate, landings, lift, generator (if any) water and sanitary pipe etc. and all other spaces and installations for common user.

2. Costs of periodically inspecting servicing maintaining electrical and mechanical equipment and other plant and machinery in the building.
3. Costs of the salaries wages fees and remunerations of caretaker, clerk, bill collectors, chowkidars, darwan, guard, sweepers, mistries, electrician workmen and experts engaged and hired for the common purposes.
4. Municipal and other rates and taxes for the common areas for the time being assessed as also other outgoings, if any, when payable.
5. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeep of the building and general common areas and facilities and/or for any other account whatsoever.
6. Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day,
month and year first above written.

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDORS

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER

RECEIVED of and from the within named Purchaser, the sum of Rs. 45,00,000/- (Rupees Forty five lakhs) only by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on _____ dated _____	
2.	Paid by Cheque No. _____ branch _____ drawn on _____ dated _____ Bank, _____	
3.	Paid by Cheque No. _____ drawn on _____ Bank _____ Dated _____	
Total		Rs. 45,00,000 /-

RUPEES Forty five lakhs only

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER