

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **DIGANTA VYAPAAR PRIVATE LIMITED [PAN. AACCD3683K], [DATE OF INCORPORATION/FORMATION :],** a company incorporated under the provisions of the Companies Act 1956 and amended Companies Act 2013, having its Registered Office at 12, India Exchange Place, Jute House, 1st Floor, Kolkata - 700001, represented by its joint Directors namely, (1) **SUMATI CHAND DAKALIA [PAN. ADEPD7337E], [AADHAAR NO. 7399 3800 9539], [D.O.B. :] & [MOBILE NO.],** son of Late Punam Chand Dakalia, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 18, Heysham Road, Forum Mall, L.R. Sarani, Kolkata - 700020, District, West Bengal & (2) **PRAVEEN KUMAR DAKALIA [PAN. AGBPD6674N], [AADHAAR NO. 7476 5785 5101], [D.O.B. :] & [MOBILE NO.],** son of Sumati Chand Dakalia, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 18, Heysham Road, Forum Mall, L.R. Sarani, Kolkata - 700020, District, West Bengal

The said Diganta Vyapaar Private Limited, Landowner herein, represented by its constituted attorney, **BOSE AND SAHA REALTY LLP [PAN. ABBFB9956E], [LLPIN ACD-5204] & [DATE OF INCORPORATION/FORMATION :],** a body corporate under the Limited Liability Partnership Act, 2008 (6 of 2009), having its office at 10, K.P. Nayaratna Lane, P.O. & P.S. Baranagar, Kolkata - 700036, District North 24 Parganas, West Bengal, represented by its joint Designated Partners namely, (1) **SOMENATH BOSE [PAN. AEDPB9680E], [AADHAAR NO. 7551 0825 1304], [D.O.B. :] & [MOBILE NO.],** son of Late Arun Kumar Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 24/A/1, Barui Para Lane, P.O. ISI, P.S. Baranagar, Kolkata - 700108, District North 24 Parganas, West Bengal & (2) **AVIJIT SAHA [PAN. CFIPS8983R], [AADHAAR NO. 6473 2563 7479], [D.O.B. :] & [MOBILE NO.],** son of Basudev Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 39, Joy Narayan Banerjee Lane, P.O. & P.S. Baranagar, Kolkata - 700036, District North 24 Parganas, West Bengal, Developer herein, as its constituted attorney, by executing a Registered Development Power of Attorney After Registered Development Agreement. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 24.11.2023, registered in the office of the A.R.A. - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages 593181 to 593197, being Deed No. 190216447 for the year 2023.

Hereinafter called and referred to as the **"LANDOWNER/VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, representatives and assigns) of the **ONE PART**

AND

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

3.2.1 [PAN :], [AADHAAR NO.],
[d.o.b. :] & [MOBILE NO.], son/daughte/wife of
....., by faith -, by occupation -, by nationality -
Indian, residing at, P.O., P.S.,
District -, Pin -, State -

Hereinafter jointly called and referred to as the **“Purchasers”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

3.3 **BOSE AND SAHA REALTY LLP [PAN. ABBFB9956E], [LLPIN ACD-5204] & [DATE OF INCORPORATION/FORMATION :]**, a body corporated under the Limited Liability Partnership Act, 2008 (6 of 2009), having its office at 10, K.P. Nayaratna Lane, P.O. & P.S. Baranagar, Kolkata - 700036, District North 24 Parganas, West Bengal, represented by its joint Designated Partners namely, **(1) SOMENATH BOSE [PAN. AEDPB9680E], [AADHAAR NO. 7551 0825 1304], [D.O.B. :] & [mobile no.]**, son of Late Arun Kumar Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 24/A/1, Barui Para Lane, P.O. ISI, P.S. Baranagar, Kolkata - 700108, District North 24 Parganas, West Bengal & **(2) AVIJIT SAHA [PAN. CFIPS8983R], [AADHAAR NO. 6473 2563 7479], [D.O.B. :] & [mobile no.]**, son of Basudev Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 39, Joy Narayan Banerjee Lane, P.O. & P.S. Baranagar, Kolkata - 700036, District North 24 Parganas, West Bengal.

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

Landowner/Vendor, Purchasers and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & Appurtenances :

4.1.1 **Said Flat/Said Property** : ALL THAT piece and parcel of one independent and complete residential flat, being Flat No. '.....', on the Floor, Side, measuring Square Feet be the same a little more or less of super built up area corresponding to Square Feet be the same a little more or less of carpet area, lying and situated in the building namely ".....", lying and situated in the building/complex namely **"V.I.P. CASTLE"**, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat, lying in the said building/complex [SOLD PROPERTY/Said Property].

5. **Background, Representations, Warranties and Covenants :**

5.1 Representations and Warranties Regarding Title : The Landowner/Vendor/Developer has made the following representations to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF DIGANTA VYAPAAR PRIVATE LIMITED, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS DESCRIBED HEREIN BELOW :**

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5.1.2 REGISTERED JOINT VENTURE HOUSING DEVELOPMENT AGREEMENT & DEVELOPMENT POWER OF ATTORNEY AFTER DEVELOPMENT AGREEMENT : The said Diganta Vyapaar Private Limited, Landowner herein, has entered into a Registered Development Agreement with one Bose and Saha Realty LLP. The said Development Agreement was registered on 24.11.2023, registered in the office of the A.R.A. - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages to, being Deed No. 190216441 for the year 2023.

On the basis of the said Registered Joint Venture Development Agreement, the said Diganta Vyapaar Private Limited, have executed a Power of Attorney after Registered Development Agreement in favour of the said Bose and Saha Realty LLP and appointed, (1) Somenath Bose & (2) Avijit Saha, the joint designated partners the said Bose and Saha Realty LLP, as its constituted attorney, the said Power of Attorney after Registered Development Agreement was registered on 24.11.2023, registered in the office of the A.R.A. - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages 593181 to 593197, being Deed No. 190216447 for the year 2023.

5.2. SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :

5.2.1 Sanction of Building Plan : The said Bose and Saha Realty LLP, as constituted attorney of said Diganta Vyapaar Private Limited, Landowner herein, duly sanctioned a building plan in respect of the aforesaid plot of land, which is morefully described in the First Schedule hereunder written, from the concerned Bidhannagar Municipal Corporation, vide Building Permit No. SWS-OBPAS/2109/2025/0230 dated 23.04.2025.

5.2.2 Construction of Building : On the basis of the aforesaid sanctioned building plan, the said Bose and Saha Realty LLP, developer herein duly constructed a G+V storied building namely “V.I.P. CASTLE” on the said total plot of land, and which is morefully described in the First Schedule hereunder written.

5.1.3 Desire of Purchase & Acceptance and consideration :

5.1.3.1 Desire of Purchasers for purchasing a Flat from Developer's Allocation

: The Purchasers herein perused and inspected Title Deed/s, Registered Development Agreements, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the Developer/Confirming Party herein to purchases ALL THAT piece and parcel of one independent and complete residential flat, being Flat No. '.....', on the Floor, Side, in 'Block-.....', measuring (.....) Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or less of carpet area, lying and situated in the said building/complex namely **"V.I.P. CASTLE"**, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex, [Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY].

5.1.3.2 Acceptance by Landowner/Vendor/Developer : The said Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the SAID FLAT/SAID PROPERTY, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.3.3 Consideration : The total sale consideration of the Said flat/SAID PROPERTY is Rs..... (Rupees) only, subsequently the Purchasers herein already paid the same to the said Developer/Confirming Party herein as per memo attached herewith.

5.1.4 LAND SHARE & SHARE IN COMMON PORTIONS :

5.1.4.1 Land Share : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

5.1.4.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (collectively Common Portions). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

6. **Representations and Covenants regarding Encumbrances** : The Landowner/Vendor and Developer/Confirming Party herein, hereby represent and covenant regarding encumbrances as follows :

6.1 No Acquisition/Requisition : The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 No Encumbrance : The Landowner/vendor and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 Right, Power and Authority to Sell : The Landowner/vendor and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 No Mortgage : No mortgage or charge has been created by the Landowner/vendor and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

6.1.4 No Personal Guarantee : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.5 No Bar by Court Order or Statutory Authority : There is no order of Court or any other statutory authority prohibiting the Landowner/vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **Basic Understanding :**

7.1 Agreement to Sell and Purchase : The Purchasers herein have approached to the Landowner/Vendor and Developer/Confirming Party and offered to purchase the Said Flat/said property, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Landowner/vendor and Developer/Confirming and in this regard, an Agreement for Sale has already been executed in between the parties herein on

8. **Transfer:**

8.1 Hereby Made : The Landowner/vendor and Developer/Confirming Party hereby sell, convey and transfer the Purchasers the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Flat/said property, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (said land share) and also together with all easement rights for egress and ingress of all

common spaces, amenities and facilities (said common portion) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 Consideration : The aforesaid transfer is being made in consideration of a sum of Rs..... (Rupees) only paid by the Purchasers to Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **Terms of Transfer:**

9.1 Salient Terms : The transfer being effected by this Conveyance is :

9.1.1 Sale : A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 Absolute : Absolute, irreversible and perpetual.

9.1.3 Free from Encumbrances : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 Subject to : The transfer being effected by this Conveyance is subject to :

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

9.2.2 Transfer of Property Act : All obligations and duties of Landowner/vendor and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 Delivery of Possession : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/vendor and Developer/Confirming Party to the Purchasers, which the Purchasers admits, acknowledges and accepts.

9.2.4 Outgoings : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/vendor and Developer/Confirming Party with regard to which the Landowner/vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

9.2.5 Holding Possession : The Landowner/vendor and Developer/Confirming Party hereby covenant that the Purchasers and his heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/vendor and Developer/Confirming Party.

9.2.6 No Objection to Mutation : The Landowner/vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate his name in the record of the concerned Bidhannagar Municipal Corporation and/or in other respective authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowner/vendor and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Plot of Land & Premises]

ALL THAT piece and parcel of a plot of land measuring 11 (Eleven) Cottahs 8 (Eight) Chittacks be the same a little more or less alongwith 500 sq.ft. more or less 10 years old cement flooring tiles shed, situate and lying at Mouza - KRISHNAPUR, J.L. No. 17, Touzi No. 228/229, P.S. Baguiati, Sub -Registry Office Bidhanagar, Salt Lake, comprised in C.S. Dag No. 3342, R.S. Dag No. 241, under Khatain No. 1491, modified Khatian No. 859, corresponding to L.R. Dag No. 509, L.R. Khatian No. 1110, lying and situated at Premises/Holding No. AS/585/27/18, Krishnapur, Narayantala (East), (beside V.I.P. Road), P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700159, in the District North 24 Parganas, within the then local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, Ward No. 18 and District Registrar Barasat, with right to take electricline, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows :

ON THE NORTH : By land of Gopinath Naskar and Jiban Chandra Naskar;
 ON THE SOUTH : By land of Bhadreswar Bagui,
 ON THE EAST : V.I.P. Road (on Road);
 ON THE WEST : By land of P.K. Sarkar

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property / Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being Flat No. '.....', on the Floor, Side, in 'Block-.....', measuring (.....) Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or less of carpet area, consisting Bed Rooms, Drawing-cum-Dining, Kitchen, Toilet/s & Balcony/ies, lying and situated in the said building/complex namely **"V.I.P. CASTLE"**, lying and situated **Mouza - KRISHNAPUR**, J.L. No. 17, Touzi No. 228/229, P.S. Baguiati, Sub -Registry Office Bidhanagar, Salt Lake, comprised in C.S. Dag No. 3342, R.S. Dag No. 241, under Khatain No. 1491, modified Khatian No. 859, corresponding to L.R. Dag No. 509, L.R. Khatian No. 1110, lying and situated at Premises/Holding No. AS/585/27/18, Krishnapur, Narayantala (East), (beside V.I.P. Road), P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700159, within the then local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, Ward No. 18, in the District North 24 Parganas, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE above referred to

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.

2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the purchasers]

Absolute User Right:

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat/s of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, whitewashing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendor/developer derives from his title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations:

1. The purchasers shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

2. The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
3. The purchasers shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

The right of common parts for ingress in and egress out from the unit or building or premises.

2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

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

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Somenath Bose

Avijit Saha

as joint Designated Partners of Bose and Saha Realty LLP

As constituted attorney of

Diganta Vyapaar Private Limited

Landowner/Vendor

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Purchasers

Somenath Bose

Avijit Saha

as joint Designated Partners of Bose and Saha Realty LLP

Developer/Confirming Party

MEMO OF CONSIDERATION

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

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
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TOTAL : Rs.....

Witnesses :

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Somenath Bose

Avijit Saha
as joint Designated Partners of Bose and Saha Realty LLP

Developer/Confirming Party

Partner