DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE ..... DAY OF FEBRUARY, TWO THOUSAND AND TWENTY-SIX (2026);

BETWEEN

SMT. SUNANDA SINHA, wife of Late Subal Kumar Sinha, having Income Tax Permanent Account No. **(PAN) "DLQPS0837H"**, **Aadhaar No. 8995-6364-4685**, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Alolika Abasan, 26, Gorakshabasi Road, Post Office and Police Station - Dum Dum, Kolkata- 700028, District – North 24 Parganas, hereinafter referred to as the **OWNER/VENDOR** (Which Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owner herein duly represented by **MAA JAGADDHATRI CONSTRUCTION**, a proprietorship firm, having its office at 2, A.M. Bose Road, Post Office - Motijheel, Police Station - Dum Dum, Kolkata-700074, District - North 24-Parganas, West Bengal, represented by its proprietor namely **SRI ALOKE MAZUMDER**, son of Late Sailendra Nath Mazumder, having Income Tax Permanent Account No **(PAN) "AEUPM8847B"**, **Aadhaar No 9371-6076-5853**, by faith - Hindu, by occupation – Business, by nationality - Indian, residing at 2. A. M. Bose Road, Post Office -Motijheel & Police Station - Dum Dum, Kolkata – 700074, District - North 24-Parganas, West Bengal, by virtue of Development Power of Attorney After Registered Development Agreement with Development Power of Attorney dated 28th Day of February, 2023, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume Number 1506-2023, Page from 62563 to 62596, **Being No. 150602003 for the year 2023**.

AND

MAA JAGADDHATRI CONSTRUCTION, a proprietorship firm, having its office at 2, A.M. Bose Road, Post Office - Motijheel, Police Station - Dum Dum, Kolkata-700074, District - North 24-Parganas, West Bengal, represented by its proprietor namely **SRI ALOKE MAZUMDER**, son of Late Sailendra Nath Mazumder, having Income Tax Permanent Account No **(PAN) "AEUPM8847B"**, **Aadhaar No 9371-6076-5853**, by faith - Hindu, by occupation – Business, by nationality - Indian, residing at 2. A. M. Bose Road, Post Office - Motijheel & Police Station - Dum Dum, Kolkata – 700074, District - North 24-Parganas, West

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Bengal, referred to as the **DEVELOPER** (Which Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____ (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]

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Mr. _____ (Aadhaar No._____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint 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 by a Deed of Conveyance dated 03.03.1953 Amalgamated Development Limited, for a price partly paid and partly promised, sold and conveyed to Smt. Puspa Rani Dey ALL THAT piece or parcel of land measuring an area 04 Cottahs 02 Chittaks 36 Sq.ft, comprised in C.S. Dag No. 126, under C.S. Khatian No. 779, 781, at Mouza Satgachi, Premises No. 190A, Cal. Jessore Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS to secure payment of the said promised part of the price namely Rs. 4,500/-(Rupees Four Thousand Five Hundred) only together with interest the said Releasee as the Mortgagor charged as First Charge in favour of the said company ALL THAT the said piece or parcel of land by executing a Deed of Security bearing date the 03.03.1953, registered at the office of Sub-Registrar Cossipore. Dum Dum, copied in Book No. I, Volume No. 19, Pages 81 to 85, Being No. 1172 for the year 1953.

AND WHEREAS the said Smt Puspa Rani Dey has thereafter by different instalments on different dates paid off the said principal sum of Rs 4,500/- (Rupees Four Thousand Five Hundred) only together with all interest which accured thereon.

AND WHEREAS by a Deed of Release dated 07.07.1960, registered at the office of the Sub-Registrar Cossipore Dum Dum copied in Book No. 1, Volume No. 78, Pages 232 to 234, Being No. 5943 for the year 1960, the said Amalgamated Development Limited release the schedule land in favour of Smt Pushpa Rani Dey.

AND WHEREAS Smt. Puspa Rani Dey, was thus well seized and possessed of or otherwise well and sufficiently entitled to the "Bastu" land measuring an area 04 cottahs 02 chittacks 36 sq.ft.. with old Building, comprised in C.S. Dag No. 126, under C.S. Khatian No. 779, 781, at Mouza -Satgachi PS Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82(old), 146(new), Ananda Mohan Bose Road, in the District of 24-Parganas (North).

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AND WHEREAS at the time of Recent Settlement the said Smt. Puspa Rani Dey, duly mutated her name in the record of B.L. & L.R.O. comprised in R.S. & L.R. Dag No. 363, L.R. Khatian No. 2970.

AND WHEREAS said Smt. Puspa Rani Dey was thus well seized and possessed of or otherwise well and sufficiently entitled to the "Bastu" land measuring an area 04 cottahs 02 chittacks 36 sq.ft.. with old Building, comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363under C.S. Khatian No. 779, 781 RS Khatian No. 1489, L.R. Khatian No. 2970, at Mouza Satgachi, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, in the District of North 24-Parganas.

AND WHEREAS Smt. Puspa Rani Dey entered into an unregistered Notarial Development Agreement on 17.08.2009 with Sri Aloke Mazumder, proprietor of MAA JAGADDHATRI CONSTRUCTION, in respect of the Schedule land on the terms and conditions set-forth therein.

AND WHEREAS Smt. Puspa Rani Dey at her lifetime made a published her last WILL and Testament on 19.11.2009 registered at the office of Addl. District Sub-Registrar Cossipore Dum Dum copied in Book No. III, Volume No. 5, Pages from 15 to 18, Being No. 174 for the year 2009, whereby she gave and bequeathed the aforesaid property to her daughter Smt. Sunanda Sinha and also she appointed Smt. Sunanda Sinha as executrix of the said WILL.

AND WHEREAS after the death of Smt. Puspa Rani Dey on 09.01.2010 in terms of her aforesaid WILL Smt. Sunanda Sinha filed Probate Case being Misc. Case No. 96 of 2014 (Probate) before the Ld. Civil Judge District delegate, at Barrackpore, and later the said mise case was transferred before the Ld. Addl. District Judge 2nd Court, at Barrackpore, being no. other suit -19/16 (P) in the District of North 24-Parganas.

AND WHEREAS the Ld. Court has passed an order and grant Probate in favour of Smt. Sunanda Sinha on 13.06.2022.

AND WHEREAS in terms of the said Misc. Case No. 96 of 2014, later O.S-19/16, and Order dated 13.06.2022 Smt. Sunanda Sinha, the Owners herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of a plot of land measuring an area about 04 cottahs 02 chittacks 36 sq. ft., comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, at Mouza - Satgachi, Pargana- Kalikata,

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J.L. No. 20, R.S. No. 154, Touzi No. 3083, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas, West Bengal, the present OWNER became the absolute owner and possessor in respect of the FIRST SCHEDULE mentioned property and have been enjoying the same as the absolute possessor without the intervention of any third person.

AND WHEREAS 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 **28th Day of February, 2023** with **MAA JAGADDHATRI CONSTRUCTION**, a proprietorship firm, having its office at 2, A.M. Bose Road, Post Office - Motijheel, Police Station - Dum Dum, Kolkata-700074, District - North 24-Parganas, West Bengal, represented by its proprietor namely **SRI ALOKE MAZUMDER**, son of Late Sailendra Nath Mazumder, having Income Tax Permanent Account No **(PAN) "AEUPM8847B"**, **Aadhaar No 9371-6076-5853**, by faith - Hindu, by occupation – Business, by nationality - Indian, residing at 2. A. M. Bose Road, Post Office -Motijheel & Police Station - Dum Dum, Kolkata – 700074, District - North 24-Parganas, West Bengal i.e. the Developer herein for the 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 No. I, Volume Number 1506-2023, Page from 62563 to 62596, **Being No. 150602003 for the year 2023**.

AND WHEREAS thereafter as per terms and conditions of Development Agreement with Development Power of Attorney the Developer herein constructed Ground plus V storied Building according to the sanctioned Plan being Plan No. 878 dated 12.09.2024 issued by the South Dum Dum Municipality upon the said piece and parcel of land more or less morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS As per the allocation and/or allotment of Development Agreement with Development Power of Attorney dated **28th Day of February, 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.

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AND WHEREAS 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. .....**

AND WHEREAS 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 - Satgachi, Pargana- Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas, 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.

AND WHEREAS 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 - Satgachi, Pargana- Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, 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

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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.

AND WHEREAS the Owner/Vendor and the Developer/Confirming Party herein doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owner/Vendor and the Developer/Confirming Party herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owner/Vendor and the Developer/Confirming Party herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owner/Vendor and the Developer/Confirming Party herein absolutely and that neither the Owner/Vendor and the Developer/Confirming Party herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Vendor and the Developer/Confirming Party herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/Vendor and the Developer/Confirming Party herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and their right, title and interest therein and that the Owner/Vendor and the Developer/Confirming Party herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

I. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

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

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..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza - Satgachi, Pargana-Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **together with** undivided impartible, proportionate share in the land contained under the **FIRST SCHEDULE** hereunder written and/or given together with right to use the common areas, facilities and amenities are available thereof more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the OWNER/VENDOR herein and the Developer herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispendenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/s/Flat/s including the undivided impartible proportionate share by the Purchasers herein and the co-owners as mentioned under the **SIXTH SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchasers' paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/s/Flat/s and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the

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FOURTH SCHEDULE hereunder written and/or given and the Purchasers and other co-owners shall abide by the common restrictions along with the other owners/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.

II. THE DEVELOPER/CONFIRMING PARTY HEREIN AND THE OWNER/VENDOR **HEREIN DOTH HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:**

A. The interest which the Developer herein and the OWNER/VENDOR herein do hereby profess to transfer, subsists and that Developer/Confirming Party herein and the Owner/Vendor herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchasers herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.

B. It shall be lawful for the Purchasers herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer herein or the OWNER/VENDOR herein or any person or persons claiming through under or in trust for the Developer herein or the Developer herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are expressly contained herein.

C. The Developer herein or the OWNER/VENDOR herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights thereto together with the benefits and properties hereby granted to the Purchasers herein and in the manner aforesaid.

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D. The Developer herein or the OWNER/VENDOR herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchasers herein produce or cause to be produced to the Purchasers herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer herein, the Developer herein or the Owner/Vendor herein) and also shall at the like request and costs of the Purchasers herein deliver to the Purchasers herein such attested or other copies or extracts there-from as the Purchasers herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

E. The Developer shall have the right to install dish antenna, tower Holdings etc. on the roof on rental basis and otherwise no one shall have any objection for the same.

III. THE PURCHASERS HEREIN DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as having already been observed fulfilled and performed and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/s/Flat/s wholly and the common areas proportionately and all other outgoings in connection with the said Unit/s/Flat/s wholly and the building and particularly the common areas proportionately including the common expenses and maintain the Rules and obligation according to Fifth Schedule hereunder written and/or given.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. The said Flat/s in terms hereof shall be considered completed and vacant possession thereof shall be delivered by the Developer herein and the OWNER/VENDOR herein with the execution of these presents to the Purchasers herein.

B. The Purchasers herein neither have nor shall claim from the Developer herein and/or the other co-owners any right title or interest in any other part or portion of the land and building SAVE the said share and the properties and rights appurtenant thereto and the

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said Unit/s/Flat/s and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.

C. The PURCHASERS shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone 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 PURCHASERS under the terms of this conveyance.

D. The PURCHASERS shall mutate THE SAID FLAT in their own names at their own cost and shall pay all such municipality taxes and other impositions that may be charged from time to time, directly to the concerned authority. It is pertinent to mention here that until such time as the said flat to be assessed separately and/or mutated in respect of the municipality taxes as the Purchasers shall from the date of its occupation of the said Flat shall bear and pay such proportion to such Municipality Taxes and/or rates and/or impositions as may be deemed reasonable from time to time by the Vendor/Developer or society, Association upon its formation.

E. Apart from the amount of the such municipality taxes and impositions the Purchasers shall also bear and pay all other taxes, G.S.T. and impositions of and when necessary in respect of the said building proportionately and the said Flat wholly.

UNLESS OTHERWISE THE FOLLOWINGS HAVE THE MEANINGS AS FOLLOWS:

1. In this Deed words and expressions used shall unless they be contrary and/or repugnant to the context have the following meanings.

   ARCHITECT shall mean the architect for the time being appointed by the Developer for the construction of the new building.

   ASSOCIATION shall mean the limited company or society or syndicate of association to be promoted and/or formed by the Developer for the common purposes of the resident Owners of the said Flats in the said Premises.

   COMMON AREAS shall mean all the common areas facilities amenities erections constructions and installations comprised in the premises and/or new building and

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expressed or intended by the Developer for common use and enjoyment of the unit holders as specified under the Third Schedule hereunder written.

COMMON EXPENSES shall include or expenses to be incurred by the unit holders for the maintenance and upkeep of the new building and the premises and/or expenses for the common purposes as may be allocated by the Developer or by the Association upon it's formation including those specified under the Fourth Schedule hereunder written.

COMMON PURPOSES shall mean the purposes of managing and maintaining the new building and the premises particularly the common areas, collection and disbursement of the common expenses and dealing with the matters of common interest of the unit holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

OWNER shall mean **SMT. SUNANDA SINHA**, wife of Late Subal Kumar Sinha, having Income Tax Permanent Account No. **(PAN) "DLQPS0837H"**, **Aadhaar No. 8995-6364-4685**, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Alolika Abasan, 26, Gorakshabasi Road, Post Office and Police Station - Dum Dum, Kolkata- 700028, District – North 24 Parganas.

DEVELOPER shall mean **MAA JAGADDHATRI CONSTRUCTION**, a proprietorship firm, having its office at 2, A.M. Bose Road, Post Office - Motijheel, Police Station - Dum Dum, Kolkata-700074, District - North 24-Parganas, West Bengal, represented by its proprietor namely **SRI ALOKE MAZUMDER**, son of Late Sailendra Nath Mazumder, having Income Tax Permanent Account No **(PAN) "AEUPM8847B"**, **Aadhaar No 9371-6076-5853**, by faith - Hindu, by occupation – Business, by nationality - Indian, residing at 2. A. M. Bose Road, Post Office -Motijheel & Police Station - Dum Dum, Kolkata – 700074, District - North 24-Parganas, West Bengal.

PURCHASERS shall mean Mr./Ms. _____ (Aadhaar No._____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____).

LAND shall mean the land comprised in the said premises as morefully and particularly described in the First Schedule.

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NEW BUILDING shall mean the G+V storied building known as **"PUSPA KUNJA"** consisting of several residential flats on different floors and Garages on the Ground Floor, to be constructed by the Developer at the said premises in pursuance hereof.

PLANS shall mean the plans drawing and specification of the new building prepared by the Architect and sanctioned by the concerned authorities provided that it shall also include alteration and modifications thereof.

PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit be to be covered area of all the units in the new building.

THE SAID PREMISES shall mean the premises **ALL THAT** the piece and parcel of a plot of land measuring an area about 04 cottahs 02 chittacks 36 sq. ft., comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, at Mouza - Satgachi, Pargana- Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas, West Bengal in the First Schedule hereunder written and shall include the new building to be constructed thereon wherever the context so permits.

SAID UNIT shall mean subject to such variation as stated herein the Flat/Unit described in the Second Schedule hereunder written.

UNITS shall mean the space constructed in the new building intended and/or capable of being exclusively owned controlled and/or enjoyed by any unit holder.

UNIT HOLDER shall mean the persons or parties who have for the time being agreed to acquire or have acquired any unit or units in the new building.

NOTE:

1. Singular shall include plural and vice-versa.

2. Masculine gender shall include feminine and neuter gender and vice-versa.

MAA JAGADDHATRI CONSTRUCTION

Alok Mazumder

Proprietor

THE FIRST SCHEDULE ABOVE MENTIONED TO:

(THE SAID PREMISES)

ALL THAT the piece and parcel of a plot of land measuring an area about 04 cottahs 02 chittacks 36 sq. ft., comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, at Mouza - Satgachi, Pargana- Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas, West Bengal, together with all easement right all rights appertaining thereto butted and bounded in the manner following:

ON THE NORTH	:	BY Plan Plot No. 54;
ON THE SOUTH	:	BY 20 Feet width Road;
ON THE EAST	:	BY Plan Plot No.1B & 1A;
ON THE WEST	:	BY Plan Plot No. 62;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE SAID FLAT)

ALL THAT one residential **Flat, being** Flat No. ....., on the **..... Floor (Flooring-_____), ...** facing of the Ground plus ..... storied Building namely **"PUSPA KUNJA"**, 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 - Satgachi, Pargana- Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 3083, comprised in C.S. Dag No. 126, R.S./L.R. Dag No. 363, under C.S. Khatian No. 779, 781, R.S. Khatian No. 1489, L.R. Khatian No. 2970 at present L.R. Khatian No. 8407, P.S. Dum Dum, within the limit of South Dum Dum Municipality, Holding No. 82 (old), 146 (new), Ananda Mohan Bose Road, under Ward No. 22, in the District of North 24-Parganas. The floor plan of the said Flat/Unit is annexed herewith and marked with the red colour. (Tiles flooring & lift facility)

MAA JAGADDHATRI CONSTRUCTION

Aloke Mazumder

Proprietor

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREA AND FACILITIES)

1. Staircase on all floors.
2. Staircase and landing on all floors.
3. Lift, Lift Room and Lift Passage.
4. Common passage excepting car parking passage.
5. Water Pump, Water Tank, all the water pipe, and other plumbing installations.
6. Electric wiring and meters room, Roof.
7. Drainage and sewers.
8. Such other common parts areas equipments, installation, fixtures, fittings, and spaces in or about the said building as are necessary for the use and occupancy of the flat unit in common.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(The common expenses and maintenance of the Building)

1. All cost of maintenance, operating, replacing, white washing (Once with in 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.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes, multi storied building taxes, other out going saves those separately assessed on the respective flat/unit.
5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. 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 Purchasers.
8. The office expenses incurred for maintaining the office for the common expenses.
9. 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 respective units but the Purchasers shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupier will contribute his proportionate amount on monthly basis.

MAA JAGADDHATRI CONSTRUCTION

Alok Mazumder

Proprietor

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Restriction)

The building shall be subject at to the same restriction and use as are applicable for common benefits of all occupiers of the building which shall include as follows:

1. 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.
2. Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein with out the previous consent of the other in this behalf.
3. Neither party shall transfer or permit to transfer of their respective allocation or an portion there of 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.
4. 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 and regulations.
5. 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 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.
6. 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.
7. 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 any other portion or portion of the said building.
8. No roof garden shall be allowed.

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Aloke Mazumder

Proprietor

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(The Easements)

The Co-Owner/Vendor shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :

i) The right common passage, user and movement in al common portions.

ii) The right of passage of utilities, including, connection for telephones, televisions, pies, cables etc. through each and every part of the new building, including the said flat.

iii) Rights of support, shelter and protection of each portion of new building by other and/or other thereof.

iv) The absolute, unfettered and en-encumbered right over the common portions SUBJECT TO the terms and conditions herein contained save and except car parking space/s.

v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said flat.

vi) Right to install television antenna at such place on the roof of the new building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled exclusively to the same.

MAA JAGADDHATRI CONSTRUCTION

Alok Mazumder

Proprietor

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

SIGNED, SEALED AND DELIVERED by the
OWNER/DEVELOPER/PURCHASERS:
at Dum Dum in the presence of:

1.

MAA JAGADDHATRI CONSTRUCTION
Aloke Mazumder
Proprietor

SIGNATURE OF THE OWNERS

(The Owner herein duly represented by their constituted attorney namely MAA JAGADDHATRI CONSTRUCTION, represented by its proprietor namely Sri Aloke Mazumder)

2.

MAA JAGADDHATRI CONSTRUCTION
Aloke Mazumder
Proprietor

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Deed prepared & drafted by me:

RECEIPT

RECEIVED of and from the within named Purchasers within mentioned sum towards the consideration for sale of the said share and the properties and rights appurtenant thereto in the land and other rights and the said Flat more fully and particularly enumerated under the **SECOND SCHEDULE** hereunder written and/or given being the sum of **Rs...../- (Rupees .....) only**.

MEMORANDUM OF CONSIDERATION

Date	Cheque/DD No.	Bank	Amount (Rs.)
Total			**Rs...../-**

(Rupees .....) only

SIGNATURE OF THE WITNESSES:

1.

2.

MAA JAGADDHATRI CONSTRUCTION

Aloke Mazumder

Proprietor

SIGNATURE OF THE DEVELOPER