-: DEED OF CONVEYANCE :-

This **<u>Deed of Conveyance</u>** is made on this the day of , Two

Thousand Twenty (202) of the Christian Era

Between

M/s. Liberty Real Estate Private Limited (Pan: AABCL 5521B), a Limited Liability Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at 157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Directors namely (1) Sri Uttam Kumar Kundu (Pan: AFYPK 1781M, Aadhaar No. 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation-Business, by Nationality - Indian, by Faith - Hindu, residing at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Sri Gopal Ghosh (Pan: ADYPG 6312N, Aadhaar No. 2603 3339 8366 and Mobile No. 89022 22222), son of Late Kartick Chandra Ghosh, by Occupation-Business, by Nationality - Indian, by Faith - Hindu, residing at **Bangla Hayatpur**, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140, hereinafter called and referred to as the First Party / Owner / Developer / Vendor (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the One Part.

And

(1) Sri (Pan: , Aadhaar No. and Mobile No.), son of Sri/Late , by Occupation-, by Nationality-, by Faith-, residing , P.O. , P.S. at (Pan: Kolkataand (2) Smt Aadhaar No. and Mobile No.), wife of Sri , by Occupation-, by Nationality-, by Faithresiding at . P.O. P.S. , Kolkatahereinafter jointly called and referred to as the **Second Party / Purchasers** (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the Other Part.

Whereas by an Indenture of Conveyance, dated 12/11/1940, registered on 02/12/1940, in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 86, Pages 197 to 199, Being / Deed No. 3715, For the year 1940, made between **The Trustees** for the **Improvement** of Calcutta, the Board / Vendor therein of the One Part and Sri Tarak Nath **Mullick**, son of Late Gopal Lal Mullick, the **Purchaser** therein of the **Other Part**, the said Trustees Sold, Conveyed, Transferred and Assured unto the said Sri Tarak Nath Mullick, All That piece or parcel of revenue free Bastu Land containing an area of 17 (Seventeen) Cottahs - 13 (Thirteen) Chittaks - 05 (Five) sq.ft. be the same a little more less, hereditaments, situate and being Plot Nos. 45, 46, 47 and 48 of the surplus lands in Calcutta Improvement Scheme No. VIIJ, formed out of former Premises No. 1, Raja Debendra Narayan Lane and former Premises Nos. 114, 115, 115/1 and 115/2, Grey Street, Calcutta and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule therein written on valuable consideration mentioned thereto absolutely and forever, hereinafter referred to as the said entire sole and absolute property.

And Whereas by an Indenture of Transfer, dated 02/12/1940, registered in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 118, Pages 108 to 111, Being / Deed No. 3612, For the year 1940, made between the said **Sri Tarak Nath Mullick**, son of Late Gopal Lal Mullick, the **Transferor** therein of the **One Part** and **Sri Bishnu Prasad Chunder**, son of Late Nundo Lal Chunder, the **Transferee** therein of

the Other Part, the said Sri Tarak Nath Mullick by the way of Transfer, Transferred and Assured unto the said Sri Bishnu Prasad Chunder, All That piece or parcel of revenue free Bastu Land containing an area of 03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft. be the same a little more less, hereditaments, situate and being only Plot No. 45, out of the said entire sole and absolute property of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule-II therein written, absolutely and forever.

And Whereas thereafter the said Sri Bishnu Prasad Chunder got Sanctioned of a three storied building plan from the Building Department District-I, of the then Corporation of Calcutta on the said Plot No. 45, CIT Scheme No. VIIJ, vide Sanctioned No. 40, dated 27/05/1941.

And Whereas by a Deed of Gift, dated 28/06/1941, registered on 30/06/1941, in the office of the Sub-Registrar of Assurances, Calcutta and recorded there in Book No. I, Volume No. 81, Pages 125 to 127, Being / Deed No. 1990, For the year 1941, made between the said Sri Bishnu Prasad Chunder, son of Late Nundo Lal Chunder, the Donor therein of the One Part and Smt. Lilabati Paul, wife of Sri Ganesh Chunder Paul and also married daughter of Sri Bishnu Prasad Chunder, the Donee therein of the Other Part, the said Sri Bishnu Prasad Chunder by the way of Gift, Gifted, Transferred and Assured unto the said Smt. Lilabati Paul, All That piece or parcel of revenue free Bastu Land containing an area of 03 (Three) Cottahs - 10 (Ten)

Chittaks - 00 (Zero) sq.ft. be the same a little more less, hereditaments, situate and being said Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta, morefully described in the Schedule therein written, absolutely and forever and the said Smt. Lilabati Paul duly got her name mutated in the Books and records of the then CMC (Now the KMC) as sole and absolute owner and was alloted a new separate and independent new /child Premises no. with new road name being Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly: P.S. Shyampukur), Kolkata-700 005, under the Ward No. 009, Borough No. I, vide Assessee No. 11-009-15-0001-2, instead of said Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and the said Smt. Lilabati Paul raised construction of a three storied fully residential building upon the said plot of Bastu Land or part thereof sometimes in the year 1942 as per sanctioned building plan as aforesaid, hereinafter referred to as the said sole and absolute property.

And Whereas by a Deed of Gift dated 29/09/2007, registered in the office of the A.R.A.-II, Kolkata and recorded there in Book No. I, Volume No. I, Page No. 1 to 9, Being / Deed No. 09101, For the Year 2007, made between Smt. Lilabati Paul, widow of Late Ganesh Chandra Paul, the Donor therein of the One Part and Smt. Aloka Mukherjee @ Smt. Aloka Mukherji, widow of Late Amarendra Nath Mukherjee and married daughter of Late Ganesh Chandra Paul (Father) / Late Lilabati Paul (Mother), the Donee therein of the Other Part, the said Smt. Lilabati Paul Gift, Gifted, Transferred and Assured unto the said Smt. Aloka Mukherjee @ Smt. Aloka Mukherji, All That piece or parcel of revenue free Bastu Land containing an area of 03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft. be the same a little more less,

together with old dilapidated cemented floor, fully residential three storied building thereon, having its total covered area 5520 sq.ft. (i.e. 1840 sq.ft. each floor) having no Lift Facilities therein, along with all easements, appurtenances and common rights of the KMC main road on the eastern and northern side of the said **Bastu Land** available thereto, lying, situate at and being **Premises** No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly : P.S. Shyampukur), Kolkata-700 005, within the limits of the KMC, under Ward No. 009, Borough No. I, vide Assessee No. 11-009-15-0001-2, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta and since making Gift as aforesaid in favour of the said Donee therein and the said Donee therein is in peacefull possession and enjoyment of the said entire Gifted property and her name (Smt. Aloka Mukherji @ Smt. Aloka Mukherjee) duly got mutated as sole and absolute owner of the said entire Gifted property in the Books and records of the Assessment-Collection (North) Department of the KMC instead of Smt. Lilabati Paul, through simple / one visit mutation Case No. O/009/11-JAN-08/26430, morefully described in the Schedule mentioned property hereunder written, free from all encumbrances, attachment whatsoever, hereinafter referred to as the said entire **Property**

And Whereas the said Smt. Aloka Mukherji @ Smt. Aloka Mukherjee, the First Party / Vendor therein in course of peaceful possession and enjoyment of the said entire Property, by virtue of a registered Deed of Conveyance, dated 24/04/24, which was registered in the office of the ARA-I, Kolkata and recorded there in Book No. Volume No. 1901-2024, Page from 143760 to 143784, Being / Deed No. 190103564, For the year 2024 Sold, Conveyed, Transferred and Assured of the said entire Property, for a valuable consideration mentioned thereon, morefully described in the Schedule mentioned property written therein, in favour of M/s. Liberty Real Estate

Private Limited a Limited Liability Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at 157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Directors namely (1) Sri Uttam Kumar Kundu son of Late Jadab Chandra Kundu, by Occupation-Business, by Nationality - Indian, by Faith - Hindu, residing at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Sri Gopal Ghosh son of Late Kartick Chandra Ghosh, by Occupation-Business, by Nationality - Indian, by Faith - Hindu, residing at **Bangla Hayatpur**, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140, the Second Party / Purchaser therein and since Purchased as aforesaid, the said M/s. Liberty Real Estate Private Limited , being the Second Party / Purchaser therein and the First Party / Owner / Developer / Vendor herein got its name mutated as sole and absolute owner of the said purchased entire **Property** in the Books and records of the Assessment-Collection (North) Department of the KMC instead of Smt. Aloka Mukherji @ Smt. Aloka Mukherjee, through simple / one visit mutation Case No. O/009/10-MAY-24/157338, morefully described in the First Schedule mentioned property hereunder written free from all encumbrances, attachments whatsoever having a good and marketable tittle thereto, hereinafter referred to the said **Property.**

And Whereas the aforesaid manner the said M/s. Liberty Real Estate Private Limited, being present sole and absolute owner of the said Property and also as a First Party / Owner / Developer / Vendor herein, in course of its peaceful possession and enjoyment of the said Property being intendent to have the said Property developed by construction of a new multistoried building, after demolishing of existing old structures upon the said Property.

And Whereas thereafter for the proposed construction work already been registered in accordance with the provisions of the act. under The Real Estate Regulatory Authority, vide Registration No....., dated...., in the name of the First Party / Owner / Developer / Vendor herein.

And Whereas the First Party / Owner / Developer / Vendor herein after sanctioned of a Building plan, vide B.P. No. 2024010049, dated 24/09/2024, duly sanctioned from the Building Department, Borough No. I of the KMC office and the said First Party / Owner / Developer / Vendor herein has already completed construction of the newly multistoried Building upon the said Bastu Land after demolishing of old structures strictly as per said sanctioned Building plan, vide B.P. No. 2024010049, dated 24/09/2024.

And Whereas the First Party / Owner / Developer / Vendor herein decided / declared to sale of **All That** self contained, independent vitrified tiles finished floor fully residential one **Flat**, (being **Flat** No.), on the Floor, consisting of **Bed Room** + Kitchen - Cum - Dining + Bath /Privy Verandah, having carpet area Sq.Ft. (i.e. covered and Sq.Ft., being super built-up area **Sq.Ft.**) be the same, a little area more less (without any type of car parking space), at or for the total consideration of Rs. /- (Rupees) only, morefully described in the **Second Schedule** mentioned property hereunder written, erected lying, situate at and being Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly: P.S. Shyampukur), Kolkata-700 005, within the limits of the KMC, under Ward No. 009, Borough No. I, vide Assessee No. 11-009-15-0001-2, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta together with the undivided impartible proportionate share in the Bastu Land morefully described in the First Schedule hereinafter written, along with all other common rights of the open areas or spaces morefully described in the Third Schedule hereinafter written, including all stairways or passages therein morefully described in the Fourth Schedule hereinafter written, all other easements, quasi-easements together with rights of the free assess to the top roof available therein morefully described in the Fifth Schedule hereinafter written, excepting all other common reservations therein and liabilities to bears all common expenses of the said newly multistoried Building with other purchaser(s) / owner(s) therein, morefully described in the Sixth Schedule hereunder written, hereinafter referred to as the said Flat.

And Whereas getting such information from a reliable source the Second Party / Purchasers herein, have taken inspection of the abstracts of title of the First Party / Owner / Developer / Vendor herein, the Sanctioned B.P. No. 2024010049, dated 24/09/2024, the Completion Certificate No.

dated

, total consideration price and status of the said Flat under the said newly multistoried Building and that the said construction has been carried out in accordance with the aforesaid sanctioned plans as per practicable fully conversant with the contents hereof and has been fully satisfied by the Second Party / Purchasers herein as above.

And Whereas the Second Party / Purchasers herein, have approached to the First Party / Owner / Developer / Vendor herein for Purchase of the

said Flat (without any type of car parking space), morefully described in the Second Schedule mentioned property hereunder written, total Consideration of Rs. /- (Rupees) only, the First Party / Owner / Developer / Vendor herein have agreed to sell the said Flat erected lying, situate at and being Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly: P.S. Shyampukur), Kolkata-700 005, within the limits of the KMC, under Ward No. 009, Borough No. I, vide **Assessee No. 11-009-15-0001-2**, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta together with the undivided impartible proportionate share in the **Bastu Land** morefully described in the **First Schedule** hereinafter written, along with all other common rights of the open areas or spaces morefully described in the Third Schedule hereinafter written, including all stairways or passages therein morefully described in the Fourth Schedule hereinafter written, all other easements, quasi-easements together with rights of the free assess to the top roof available therein morefully described in the Fifth Schedule hereinafter written, excepting all other common reservations therein and liabilities to bears all common expenses of the said **newly** multistoried Building with other purchaser(s) / owner(s) therein, morefully described in the Sixth Schedule hereunder written and in this regards an Agreement For Sale, was executed on / /202 , between the parties hereto and same was registered in the office of the ARA-I, Kolkarta and recorded there in Book No. I, Volume No. 1901-202 , Pages from to , Being / Deed No. 1901 , For the Year 202 and the Third Party / Purchasers herein had already paid a sum of Rs. /- (Rupees) only to the First Party / Owner / Developer / Vendor herein as earnest / advance money out of the total consideration price of Rs. /- (Rupees) only and the parties hereto have agreed to complete the transaction by execution and registration of the formal Deed of Conveyance and the Second Party / Purchasers herein have paid the residuals amount out of total consideration price to the First Party / Owner / Developer / Vendor herein in respect of the said Flat.

-: Now this Indenture Witnesseth as Follows :-

That in pursuance of the said Agreement and in Consideration of a sum of Rs. /(Rupees) only, well and truly paid by the Second Party / Purchasers herein to the First Party / Owner / Developer / Vendor herein in the manner mentioned in the Memo of Consideration hereunder written (the receipt whereof the First Party / Owner / Developer / Vendor herein do hereby as well as memos hereunder written admit and acknowledge) and the same and every part thereof and do hereby release, acquit and forever discharge the said Flat sold by the First Party / Owner / Developer / Vendor herein do hereby sale, grant, transfer, convey, assign and assure unto and in favour of the Second Party / Purchasers herein of That self contained, independent vitrified tiles AII finished floor fully residential one **Flat** (being **Flat** No.), on the Floor, consisting of Kitchen - Cum - Dining + Bed Room + **Bath / Privy** Verandah, having carpet area Sq.Ft. (i.e. covered and Sq.Ft., being super built-up area **Sq.Ft.**) be the same, a little area more less (without any type of car parking space), morefully described in the **Second Schedule** mentioned property hereunder written, erected lying, situate at and being Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly: P.S. Shyampukur), Kolkata-700 005, within the limits of the KMC, under Ward No. 009, Borough No. I, vide Assessee No. 11-009-15-0001-2, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta together with the undivided impartible proportionate share in the Bastu Land morefully described in the First Schedule hereinafter written, along with all other common rights of the open areas or spaces morefully described in the Third Schedule hereinafter written, including all stairways or passages therein morefully described in the Fourth Schedule hereinafter written, all other easements, quasi-easements together with rights of the free assess to the top roof available therein morefully described in the **Fifth Schedule** hereinafter written, excepting all other common reservations therein and liabilities to bears all common expenses of the said multistoried Building with other purchaser(s) / owner(s) therein, morefully described in the Sixth Schedule hereunder written or howsover otherwise of the said **Flat** or apartment under the said **newly multistoried Building** now are or is or heretofore was or ware situate, bounded called, known, numbered, described and distinguished together with common amenities and privileges, rights, easements, quasi-easements, reservations and restrictions to have and to hold of the said Flat hereby granted, sold, conveyed and transferred to expressed and intended to so to be unto to the use of the Second Party / **Purchasers** herein their heirs, executors, representatives and assigns and

forever free from all encumbrances, but nevertheless subject to the terms and conditions and the First Party / Owner / Developer / Vendor herein doth hereby covenant with the **Second Party / Purchasers** herein that notwithstanding any act. deed or things whatsoever by the First Party / Owner / Developer / Vendor herein and or any of its respective predecessor-in-title or executed the First Party / Owner / Developer / Vendor herein or knowingly suffered to the contrary, the First Party / Owner / Developer / Vendor herein now have good rights full power and absolute authority regarding the said Flat and indefeasible title to grant, sale, convey and transfer of the said Flat hereby granted, sold conveyed and transferred or expressed or intended to do so unto and the use of the Second Party / Purchasers herein their respective heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the said **Flat** and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the First Party / Owner / Developer / Vendor herein or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of its predecessor-in-title and that free and clear, freely and clearly and absolutely exonerated and released otherwise by and at the costs and expenses and the First Party / Owner / Developer / Vendor herein will and sufficiently secured of and from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered bythe First Party / Owner / Developer / Vendor herein or any of its predecessors-intitle or any person or persons lawfully or equitably claiming as aforesaid and further that the First Party / Owner / Developer / Vendor herein and all person having or lawfully or equitably claiming any estate or interest whatsoever in the said **Flat** or any part thereof from under or in trust for the **First Party** / Owner / Developer / Vendor herein or any of its predecessors-in-title shall be from time to time and at times hereafter at the request and cost of the Second Party / Purchasers herein their respective heirs, executors administrators, representatives and assigns do or caused to do done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said Flat and every part thereof unto and to the use of the **Second Party / Purchasers** herein their respective heirs, executors, administrators, representatives and assigns in the manner aforesaid as shall or may reasonably be required. The First Party / Owner / Developer / Vendor herein doth hereby also conveyed of the undivided impartible proportionate all common portions of the said newly multistoried Building to the Second Party / Purchasers herein for common enjoyment with their said Flat inclusive all others flat owner(s) of the said newly multistoried Building. The Second Party / Purchasers herein shall have the rights to mutate in the Books and records of the Kolkata Municipal Corporation and also before others authority concerned in their respective names as joints owners of the said Flat.

The First Schedule Above Referred To

(Entire Bastu Land / Property / Premises)

All That piece or parcel of revenue free Bastu Land containing an area of 03 (Three) Cottahs - 10 (Ten) Chittaks - 00 (Zero) sq.ft. be the same a little more less, together with a newly multistoried building, named "Sutanuti Appartment", constructed / erected thereon of several residential Flats, Garage spaces, Office Spaces and Shop Rooms, having Lift Facilities therein, along with all easements, appurtenances and common rights of the KMC main road on the eastern and northern side of the said Bastu Land available therein, lying, situate at and being Premises No. 1/1, Jagabandhu Modak Road, P.O. Hatkhola, P.S. Jorabagan (formerly: P.S. Shyampukur), Kolkata-700 005, within the limits of the KMC, under Ward No. 009, Borough No. I, vide Assessee No. 11-009-15-0001-2, former Plot No. 45, of the surplus lands in Calcutta Improvement Scheme No. VIIJ and Comprised in Taluq-Sutanuti, in the North Division of Calcutta and which is butted and bounded in the following manner:

On The North By : Approx. 11'-11" wide Jagabandhu Modak Road

On The South By: Premises No. 1, Jagabandhu Modak Road

On The East By : Approx. 40'-00" wide Jagabandhu Modak Road

On The West By : Premises No. 1, Jagabandhu Modak Road

The Second Schedule Above Referred To (The Said Flat Hereby Sold)

All That the self contained, independent vitrified tiles finished floored, fully residential one Flat (being No.), on the Floor, having carpet area Sq.Ft. (i.e. covered area Sq.Ft., being super built-up area Sq.Ft.) be the same a little more less (without any type of car parking space), together with proportionate share of Bastu Land, morefully described in the First Schedule mentioned property hereinbefore written of the newly constructed multistoried Building and shown by "Red" colour line in the annexed entire Floor Plan hereto, which is a part of this Deed of Conveyance.

The Third Schedule Above Referred to (Common Rights And Facilities)

- 1. The foundation columns, griders, beams, supports etc.
- 2. One overhead reservoir with the main water pipe lines.
- 3. One pump with motor and pump and distribution pipes.
- 4. Water pump, under ground water reservoir with the main water pipe lines and other common plumbing installations.
- 5. Corridors, lobbies, landings spaces stairs, top roof, along with parapet walls, stairways, entrance and exists main gate of the said **newly multistoried Building** as well as boundary wall premises main gate.
 - 6. Electic wiring meter and fittings.
- 7. Water and sewerage evacuation pipes to the drains and sewerage common connection to the main **newly multistoried Building**.
 - 8. All equipments of fire fighting of the said newly multistoried Building
 - 9. Space for letter box.

The Fourth Schedule Above Referred To (Easements And Quasi-Easements)

- 1. The **Second Party / Purchasers** herein shall be entitle to all rights privileges including the right of vertical and lateral supports easements, quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat** and the properties appurtenances thereto or otherwise hereby intended to be held used occupied or enjoyed or reputed or known part and parcel or member thereof or appertaining thereto which are hereinafter morefully specified excepting and reserving unto the **First Party / Owner / Developer / Vendor** herein and other flat owner(s) of the said **newly multistoried Building**, the rights, easement, quasi-easement privileges and appurtenances hereinafter.
- 2. The right of access in common with the said First Party / Owner / Developer / Vendor herein and other flat owner(s) of the newly multistoried Building at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase, top roof, landing and other common parts of the said newly multistoried Building.
- 3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common part without any type of vehicles over and along the passages and pathways comprised within the said

newly multistoried Building and the appurtenant of the said **Bastu Land**, provided always and it is declared that therein contained shall permit the **Second Party / Purchasers** herein or any person deserving title under the **Second Party / Purchasers** herein and/or their servant and employees invities to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the **First Party / Owner / Developer / Vendor** herein and other flat owner(s) of the said **newly multistoried Building** entitled to such rights of way over and along such passage or pathways or common parts as aforesaid.

- 4. The right of protection of the said **newly multistoried Building** and appurtent thereto by or from all other parts of the said **newly multistoried Building** as they may protect the same and in manner not to demolish the support at persent enjoyed by the said **newly multistoried Building** and the properties appurtenant thereto from the other part or parts of the said **newly multistoried Building**.
- 5. The right of passage in common as aforesaid of electricity water, telephone and soil pipes and to the said **Flat** and the properties appurtents thereto pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said **Flat** and the said **newly multistoried Building** so far as reasonably necessary for the beneficial occupation and enjoyment of the said **Flat** and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6. The right with or without workmen and necessary materials for the Second Party / Purchasers herein to enter from time to time during the day time upon the other parts of the said newly multistoried Building and the said newly multistoried Building for the purpose of repairing so for as may be necessary such pipes drain and conduits aforesaid and for the purpose of rebuilting, repairing, replacing, cleaning any part or parts of the said newly multistoried Building and the properties appurtent thereto to so far as such repairing, replacing, painting or cleaning as aforesaid can not be reasonably carried out without such entry and in all such eases excepting emergent situation upon giving twenty four hours previous notice in writing of their intention so to entier to the other flat owner(s) of the said newly multistoried Building entitled to the same.

The Fifth Schedule Above Referred To (Excepting All Other Common Reservations)

- 1. The under mentioned rights, easements quasi-easements, privileges and appurtenance shall be excepted and be reserved unto the other flat owner(s) of the said **newly multistoried Building** entitled to the same and / or reserving rights, title under them other than the **Second Party / Purchasers** herein in respect of the said **newly multistoried Building**.
- 2. The right of way in common with the **Second Party / Purchasers** herein the other flat owner(s) of the said **newly multistoried Buildingg** entitled as aforesaid for the enjoyment and use of common parts of passage of the said **newly multistoried Building** including its installations staircase entrance and other parts or passage and or for the purpose connected therewith including ingress to and egress from the said **newly multistoried Building**.
- 3. The right of passage in common as aforesaid of electricity, water and soil from and to any part (other than the said **Flat** and the proportions appurtenant thereto) or other parts of the said **newly multistoried Building** through pipes, drains, wires, conduits, lying or being in under through or over the said **newly multistoried Building** and the properties appurtenant thereto so for as may be reasonable necessary for the beneficial use of occupation of the other portion(s) of the said **newly multistoried Building** for all lawfull purpose whatsoever.
- 4. The right of protection of other portion(s) of the said **newly multistoried Building** from or by all parts of the said **newly multistoried Building** and the properties appurtenant thereto any manner not to demolish the support at persent enjoyed by the other portion(s) of the said **newly multistoried Building** from the said **Flat** and the properties appurtenances thereto.
- 5. That the **Second Party / Purchasers** herein shall and will give to the other flat owner(s), the necessary verticle, horizontal and lateral support for all flats and also a right of way over all common passages, all staircases and all common open spaces, etc.
- 6. That this transaction shall be governed by the transfer of property Act. under West Bengal Apartment Ownership Act' 1972 and other statutory Laws that may come into fource from time to time.

The Sixth Schedule Above Referred To (Liabilities To Bear All Common Expenses)

- 1. The expenses of maintaining, repairing, replacing redecorating etc.of the main structure and in particular the gutters and rain water pipes of the said newly multistoried Building water pipes, sewers, line and electric wires in under or upon the said newly multistoried Building and enjoyed or used by the Second Party / Purchasers herein in common with the other flat owner(s) of the said newly multistoried Building and main entrance passages, landing and staircase, top roof of the said newly multistoried Building as enjoyed by the Second Party / Purchasers herein or used by them in common as aforesaid and the boundary walls of the said newly multistoried Building and compound etc.
- 2. The cost of cleaning and lighting the passage landing staircase and other parts of the said **newly multistoried Building** enjoyed, used by the all flat owner(s) or purchaser(s) in common as aforesaid.
- 3. The costs of maintaining and decorating the exterior of the said **newly multistoried Building**.
- 4. The costs and expenses for running operation and maintaining water pump. electric motors etc.
 - 5. The salaries for the sweepers and caretakers etc.
- 6. The cost of any common work and maintenance for common lights, pump and monthly common service charges.
- 7. The proportionate rates, taxes and outgoings in respect of the said **Flat** which is otherwise to be borne and paid by its owner(s)
 - 8. Maintenance of regular water supply to the all flats.

In Witnesses Whereof parties hereinabove named have set their respective hands and signed this **Deed of Conveyance**, at **Kolkata** in the presence of attesting witnesses, signing as such on the day first above written.

Signed And Delivered By The First Party / Owner / I Vendor In The Presence O	_				
(Sri Son of Occupation :		For, M/s. Liberty Real Estate Private Limited			
Address :		Director	Director		
P.O. Kalketa 700		(Sri Uttam Kumar Kundu/	Sri Gonal Ghosh)		
P.S. , Kolkata-700		—Signature of the First Party/Owr	. ,		
Signed And Delivered By The Second Party / Purcha In The Presence Of	sers	1.			
		2.			
(Sri)	(Sri	 ,		
Son of		•	,		
Occupation :		(Smt) Namtur / Dumahaaana		
Address : P.O.		—Signature of the Second P	'arty / Purchasers—		
P.S. , Kolkata-700		Drafted By Me.			
Typed By Me,					
		(Kazi Tozammel Hos	sain)		
(Miss. Suparna Paul)		-Advocate-			
D/o. Sri Sukamal Paul		Sealdah Civil Court			
Occupation : Private Service		Enrolment No. F-165/1	76 of 1995		
Address: 157/2A, A.P.C. Road P.O. Shyambazar, P.S. Shyam		Kolkata-700 014	. 5 51 1555		
Kolkata-700 004	punui	Homata 100 017			

Memo of Consideration

Received of and from the within named Second Party / Purchasers herein , the within mentioned sum of Rs. /- (Rupees) only, as full and final consideration, in respect of the said Flat hereby conveyed as per memo stated below :-

<u>Date</u>	Cheque No. Name of Bank of Branch Amoun					<u>nt</u>		
						Rs.		/-
				_				
(Rupees) Only			-	Total	Rs.		<u>/-</u>
Witnesses	•							
(Sri Son of)							
Occupation : Address :			For, M/s. L	iberty	Real Estate	e Private	Limited	
P.O.	, Kolkata-700					7 1 111 0110		
	,		Director	r			Director	
			(Sri Uttam		r Kundu/S			
/C=:			—Signature of	f the Firs	st Party/Owne	er/ Develop	er / Vendor—	
(Sri Son of Occupation : Address :)							
P.O. P.S.	, Kolkata-700							

PHOTO PEST AND FINGER IMPRESSION SHEET NOS. 1 OF 2

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
HAND					
					•
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
For, M/s. Liberty Real Estate Private Limited					
Director RIGHT (Sri Uttam Kumar Kundu) -Signature of the First Party/Owner/Developer/Vendor—					
	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
For Mr. Liberty Pool Fatata Private Limited	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
For, M/s. Liberty Real Estate Private Limited					
Director RIGHT (Sri Gopal Ghosh) -Signature of the First Party/Owner/ Developer/Vendor—					

PHOTO PEST AND FINGER IMPRESSION SHEET NOS. 2 OF 2

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
	Thumb Finger	Indication Finger	on Middle Finger	Ring Finger	Small Finger
RIGHT					
(Sri) —Signature of the Seconed Party / Purchaser—					
	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
	Thumb Finger	Indication Finger		Ring Finger	Small Finger
RIGHT					
(Sri) —Signature of the Seconed Party / Purchaser—					