

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on \_\_\_\_\_ day of  
\_\_\_\_\_ Two Thousand Twenty Four (2024)

BETWEEN

[2]

RADICAL NIRMANS PRIVATE LIMITED [having Income Tax PAN – AADCR5694P and CIN U45200WB2007PTC112416] , a company incorporated under the Companies Act , 1956 and an existing company within the meaning of Companies Act, 2013, having its registered Office at 2A, Grant Lane , 5<sup>th</sup> Floor , Room No. 5F, Police Station and Post Office – Bowbazar , Kolkata – 700012 and represented by one of its Directors MR. ADITYA TODI [ having DIN – 01914193, Income Tax PAN – ABUPT9283D], son of Late SatyapalTodi , by faith – Hindu , by Occupation – Business, by Nationality – Indian, residing at 49/51, Prince Golam Mohammed Shah Road , Police Station – Golf Green formerly Jadavpur , Post Office – Tollygunge , Kolkata – 700033, hereinafter referred to as "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's heirs, executors, administrators, legal representatives, successors-in-office, successors-in-interest and assigns) of the FIRST PART;

-A N D-

[3]

....., (PAN NO..... ), ( Aadhaar No.....) , son of....., by faith Hindu, by Nationality Indian, by Occupation – Service , residing at....., , hereinafter referred to as "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heir, executor, administrator, legal representative and assign) of the SECOND PART;

-A N D-

BEGONIA ENCLAVES PRIVATE LIMITED, [PAN – AAFCP0700J] and CIN U45400WB2009PTC135083] a company incorporated under the Companies Act, 1956 and an existing company within the meaning of Companies Act, 2013 having its registered office at 1977, Rajdanga Main Road, 1<sup>st</sup> Floor , GE – 05, Police Station – Kasba , Post Office – Anandapur , Kolkata – 700107, hereinafter referred to as "OWNER / VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's heirs, executors, administrators, legal representatives, successors-in-office, successors-in-interest and assigns) of the ONE PART;The Vendor here represented by

[4]

its constituted attorney RADICAL NIRMANS PRIVATE LIMITED[having Income Tax PAN – AADCR5694P and CIN U45200WB2007PTC112416] , a company incorporated under the Companies Act , 1956 and an existing company within the meaning of Companies Act, 2013, having its registered Office at 2A, Grant Lane , 5<sup>th</sup> Floor , Room No. 5F, Police Station and Post Office – Bowbazar , Kolkata – 700012 and represented by one of its Directors MR. ADITYA TODI [ having DIN – 01914193, Income Tax PAN – ABUPT9283D], son of Late SatyapalTodi , by faith – Hindu , by Occupation – Business, by Nationality – Indian, residing at 49/51, Prince Golam Mohammed Shah Road , Police Station – Golf Green formerly Jadavpur , Post Office – Tollygunge , Kolkata – 700033, by virtue of registered Development Power of Attorney which was registered in the Office of D.S.R II at Alipore , and incorporated therein , being No. 160205583/2021.

WHEREASby an Indenture of Conveyance dated 1<sup>st</sup> day of June 2009 made between M/S Machino ( India ) being represented by (i) Smt. AninditaSa;nyal , (ii) Smt. ShuvraChowdhury , (iii) Sri ShuvaChowdhury and (iv) Miss SrimoyeeChowdhury as Vendors

therein and M/s Pitrashish Enclaves Private Limited as Purchaser therein and registered with the District Sub-Registrar IV , South 24 Parganas , in Book No.I, CD Volume No. 7 , Pages 4130 to 4146 , Being No. 02626 for the year 2009, the said AninditaSanyal& three others for the consideration therein mentioned granted sold, conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 20 Cottahs out of which 6Cottahs 03 Chittackscomprised in R.S Dag No. 588, L.R Dag No. 673, under R.S Khatian No.464/982, 08 Cottahs 01 Chittack in R.S Dag No. 582/1560, L.R Dag No. 672 under R.S Khatian No. 325 and 5 Cottahs 12 Chittacks comprised in R.S Dag No. 587 , L.R Dag No. 670 under R.S Khatian No. 839, in Mouza – Ramchandrapur , J.L No. 58, R.S No. 228, Touzi No. 114, Police Station – Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayet , District – South 24 Parganas.

**AND WHEREAS**one another Indenture of Conveyance dated October 11, 2010 made between Smt. Chamely Tanti (Mondal) as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. 1, CD Volume No. 29 , pages 2866 to 2879, Being No. 11830 for the year 2010 and the said

Chamely Tanti (Mondal) for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 1 Cottah 8 Chittacks and 37 Square Feet out of 41 Decimal comprised in R. S. Dag No, 590, L. R. Dag No. 676 under Khatian No. 332 to Khanda R. S. Khatian No. 965. L. R. Khatian No. 423 in Mouza - Ramchandrapur, J.L No. 58, R S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchavat. District-24 -Parganas (South ).

AND WHEREAS by another Indenture of Conveyance dated August 6, 2010 made between Smt. Ranu Roy as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. 1, CD Volume No. 24, Pages 3762 to 3774. Being No. 09435 for the year 2010, the said Smt. Ranu Roy for the consideration therein mentioned granted, sold , conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 1 Cottah 8 Chittacks and 19 Square Fret out of 41 Decimal comprised in R. S. Dag No. 590, L. R. Dag No. 676 under Khatian No. 332 to R. S. Khatian No. 965, L. R. Khatian No. 423 in Mouza - Ramchandrapur, J. L No. 58. R.

S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Flooghly 1 No.Gram Panchayat, District- 24-Pargunas (South).

AND WHEREAS by another Indenture of Conveyance dated June 22, 2010 made between (1) Sri Soumen Mukherjee and (ii) Sri JayantaMukhenee as vendors therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. 1, CD Volume No. 20, Pages 3310 to 3324, Being No. 07543 for the year 2010. the said Sri Soumen Mukherjee & Another for the consideration therein mentioned granted sold , conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 5 Cottahs 14 Chittacks out of which 5Cottahs 5 Chittacks comprised in R.S. Dag No. 591, L. R. Dag No. 677 under R. S. Khatian No. 617 to KhandaKhatian No. 867. 893. 895 and 897 and 9 Chittacks out of 50 Decimals comprised in R.S Dag No. 592. L. R Dag No. 678. R. S. Khatian No. 284 to KhandaKhatian No. 960, in Mouza – Ramchandrapur , J.L No.58, R.S No. 228, Touzi No. 114, Police Station – Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayet , District – 24 Parganas (South).

AND WHEREAS another Indenture of Conveyance dated June 4, 2010 made between Sri Subrata Chatterjee as vendor therein and M/s Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar Sonarpur, in Book No. 1, CD Volume No. 18. Pages 4422 to 4439, Being No. 06606 for the year 2010, the said Sri Subrata Chatterjee for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 1 Cottah 8 Ch!flacks comprised in R. S. Dag No. 590 and 592, L. R. Dag No. 676 and 678 under R. S. Khatian No. 332 in Mouza- Ramchandrapur. J. L. No. 58. R. S. No. 228, Touzi No. 114. Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayet , District- 24-Parganas (South).

AND WHEREAS by another Indenture of Conveyance dated 'June 22, 2010 made between Sri Manik Das as vendor therein and MR. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Addittona] District Sub-Registrar. Sonarpur, in Book No. 1, CD Volume No. 20, Pages 3281 to 3294. Bring No. 07540 for the year 2010. the said Sri Manik Das for the consideration therein mentioned granted sold conveyed and

transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land adrneasuring 1 Cottah 13 Chittacks and 16 Square Feet comprised in R. S. Dag No. 590. L. R. Dag No. 676, under R. S. Khatian No. 332, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58. R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No.Gram Panchayet, District-24-Parganas (South).

AND WHEREASby another indenture of Conveyance dated June 4, 2010 made between Smt. Jaya Naskar as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, .Sonarpur, in Book No. 1, CD Volume No. 18. Pages 4404 to 4421. Being No. 06605 for the year 2010, the said Smt. Jaya Naskar for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 2 Cottahs comprised in R. S. Dag No. 590,L.R Dug No. 676 under R. S.Khatian No. 332, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228. Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No.Gram Panahayat.Distnct- 24 - Parganas (South ).

AND WHEREAS by another Indenture of conveyance dated August 6, 2010 made between Sri BasudebPramanik as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser, therein and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No. I, CD Volume No. 24, Pages 3845 to 3858, Being No. 09443 for the year 2010, the said Sri BtisudebPramanik for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 2 Cottahs 2 Chittacks and 12 Square Feet comprised in R. S. Dag No. 590, L. R. Dag No. 676 under R. S. Khatian No. 332 to Khanda R. S. Khatian No. 965, L. R. Khatian No. 423 in Mouza-Ramchandrapur. J.L No. 58, R S. No. 228.Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghty 1 No.Gram Panchayat, District- 24-Pku-ganas (South).

AND WHEREAS by another Indenture of Conveyance dated June 22, 2010 made between i) Sri Soumen Mukherjee and ii) Sri Jayanta Mukherjee as vendors therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with

the Additional District Sub-Registrar Sonarpur and recorded in Book No. I, CD Volume No. 20, Pages 3295 to 3309, Being No. 07541 for the year 2010, the said Sri Soumen Mukherjee & Another for the consideration therein mentioned granted sold, conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 5 Cottahs 13 Chittacks out of which 5 Cottahs 1 Chittack and 10 Square Feet out of 16 Decimals land comprised in R. S. Dag No, 591, L R. Dag No. 677 under R. S. Khatian No. 617 to Khanda Khatian No. 867, 893, 895 and 897 and 11 Chittacks and 35 Square Feet out of 50 Decimals comprised in R. S. Dag No. 592, L. R. Dag No. 678. R. S. Khatian No. 284 to Khanda Khatian No, 960 in Mouza-Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114. Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Pargenas (South).

AND WHEREAS by another registered Bengali Saf-Bikray Kobala dated October 4, 1982 made between Sri Tinkari Bhattacharya (Ganguly) as vendor therein and M/s. Synthetic India , a proprietorship firm of Sri Pijush Sengupta as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I. Volume No. 345, Pages 298 to 306. Bang No. 13388

for the year 1982, the said Sri TinkariBhattacharya (Ganguly) for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto ALL THAT piece and parcel of land admeasuring 20 Cottahs out of which 6 Cottahs 1 Chittack comprised in R. S. Dag No. 600/1559, L. R. Dag No. 674;1 Cottah 6 Chittacks comprised in R. S. Dag No. 588, L. R. Dag No. 673 under R. S. Khatian No. 464/982 and 12 Cottahs9 Chittaks comprised in R. S. Dag No. 587, L. R. Dag No. 670, R. S. Khauan No. 939 inMouza – Ramchandrapur , J.L No. 58, R.S No. 228, Touzi No. 114, Police Station – Sonarpur within the limits of Bon- Hooghly 1 No. Gram Panchayet , District – South 24 Parganas , subsequently , M/s Synthetic India merged with Hydroxide India Private Limited which subsequently merged with M/s Pitrashish Enclaves Private Limited.

AND WHEREAS being absolutely seized and/or possessed of or otherwise well and sufficiently entitled to 62 Cottahs 3 Chittacks and 39 Sq.ft. of land comprised in R.S Dag Nos. 587, 582/1560, 588, 600/1559 , 590, 591 & 592 , L.R Dag No. 670, 672, 673 674, 676,677 & 678 , L.R Khatian No. 2445, J.L No. 58, within Mouza – Ramchandrapur , Police Station – Sonarpur , District – South 24 Parganas , Pin – 700103, M/s Pitrashish Enclaves Private Limited ( hereinafter referred to as the “ said land”) ,

morefully described in the First Schedule hereunder written , as the absolute owner thereof free from all encumbrances whatsoever mutated its name in the Record of Rights and was in use , occupation , enjoyment and possession thereof.

AND WHEREAS subsequently , M/s Pitrashish Enclaves Limited applied for change of name before the Registrar of Companies , Kolkata whereupon vide Certificate of Incorporation pursuant to change of Name dated November 17, 2014 , the name of Mf/s Pitrashish Enclaves Private Limited was changed to Begonia Enclaves Private Limited , the Owner herein by virtue of a registration no. 135083 .

AND WHEREAS thereafter the Owner herein entered a registered Development Agreement and registered Development Power of Attorney with the Developer herein vide Book No. I , Volume No. 1602/2021, Pages from 241647 to 241706 , being No. 160205571 /2021 in the office of D.S.R –II at Alipore , 24 PGS (S) and Book No. I , Volume No. 1602/2021, Pages from 242203 to 242229 , being No. 160205583 /2021 in the office of D.S.R –II at Alipore , 24 PGS (S) respectively and construction will be going on as per terms and conditions written in the said registered Development Agreement.

AND WHEREAS that with the terms of the said Development Agreement and active co-operation given by the Owner the Developer obtained building sanction plan from the Bonhooghly (1) Gram Panchayat Building Department vide Building sanction No. 798/928/KMDA dated 11/09/2024 and duly constructed a Ground +Four storied Building comprising of several flats in each floor the property more fully written in the SCHEDULE 'A' and hereinafter preserving the Owner's Allocation the Developer retain the absolute authority to sale, dispose and convey the Developer's Allocation at his own decided price to the Intending Purchaser or Purchasers for which the Owner had have no objection in present or in future.

AND WHEREAS the Purchaser herein agreed to purchase ALL THAT a self-contained residential flat, lying at the .....Floor, ..... Block \_\_\_\_\_ Side, measuring more or less .....sq.ft. super built up area, ( Carpet area as per RERA .....Sq. mtr.i.e .....sq.ft.)being Flat No. .... along with one covered Car Parking space measuring more or less .....Sq.ft on the Ground Floor of the said multi storied building at Holding No. 2544 , comprised in R.S Dag Nos.587, 582/1560, 588, 600/1559, 590, 591 and 592 , L.R Dag Nos.670,672, 673, 674, 676, 677 and 678, under R.S Khatian No. 965, 464/982, 325 and

839, L.R Khatian No. 2445 within Mouza – Ramchandrapur , J.L No.58, R.S No.228 under Police Station – Sonarpur Pin – 700103., District 24 Parganas South and offered the Developer to purchase the same at or for Rs...../- (Rupees .....only) as full and final consideration price togetherwith all fittings and fixtures along with all easement and common rights, free from all encumbrances and charges, absolute and forever.

Be it stated that the property written in the Schedule –B hereunder that is the subject matter of Sale Deed remains to be Developer's Allocation and the Owners are well entitled to sale the said property by their discretion without any sort of objection whatsoever.

NOW THIS INDENTURE WITNESSETH as follows: -

That in pursuance of this Indenture and in consideration of a said total sum of Rs...../- (Rupees .....only)well and truly paid by the Purchaser herein to the Developer the receipt whereof the Developer doth hereby admit and acknowledge and release and discharge the Purchaser from the said amount and every part thereof, and the Owner and the Developer doth hereby indefeasibly grant, convey, sell, transfer, assign and assure confirm unto the Purchaser free from all encumbrances and other defects in title of the SCHEDULE –B

property lying on the said building at Holding No. 2544 ,  
Ramchandrapur , P.S. Sonarpur, Pin – 700....., District 24  
Parganas South, within the limits of Bonhoogly (1) Gram  
Panchayattogetherwith undivided proportionate share of land  
underneath the building, messuage hereditaments alongwith all  
common easement rights and facilities over the common areas,  
spaces, passages, entrances etc. togetherwith common user right  
of common civic amenities installed in the said building more fully  
and particularly described in the SCHEDULE “B” and respective  
Schedules hereunder written and the said flat and covered  
Car Parking space shown in the Map or Plan hereto annexed  
and delineated with “RED” border, and with full ownership of all  
doors, windows, fittings, fixtures both sanitary and electrical of  
the said flats and also togetherwith benefits, rights, liberties, and  
right of support and easement appurtenances and rights of  
ingress and egress and the right to use of the common areas  
and facilities in the said premises marked as common areas  
and facilities in common with the other flat owners or lawful  
occupiers of the said building as set out in the SCHEDULE “C”  
hereunder written or Howsoever otherwise the said flat called  
known numbered described and distinguished TO HAVE AND TO  
HOLD the said flat including undivided proportionate impartible  
share of said land hereby granted, transferred and conveyed or

expressed so to be unto and to the use of the Purchaser absolutely and forever subject nevertheless to the covenants and conditions including respective rights, duties and obligations to be enjoyed, performed and carried out by the Purchaser and the Owners and the Developer DOTH hereby covenant with the Purchaser that notwithstanding any acts, deeds, matters things whatsoever by the Developer/ Owner or any person lawfully or equitably claiming by, from, through, under or in trust for them made, done committed or omitted or knowingly suffered to the contrary the Owners now have themselves good, right, full power and absolute authority to grant sell, transfer, convey, assure, assign, gift, mortgage, lease, let out or dispose of the said flat with vacant possession togetherwith the proportionate right title and interest in the said plot of land / premises hereby granted, transferred, conveyed and assured and intended /expressed so to be unto and to the use of the Purchaser in the same manner aforesaid and it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to enter upon, possess and enjoy the said flat and every part thereof with every right to sell, convey, transfer, gift, bequeath or anywise transfer or alienate the said flat and to receive all rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim and

demand whatsoever from or by the Owners / Developer that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharge or otherwise by the Owners and Developer well and sufficiently save defended and kept harmless and indemnified of from and against all former and other estate, taxes, titles, charges and encumbrances whatsoever, had made executed, occasioned or suffered by the Owners and the owners or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND further that the Owners and all persons having or lawfully or equitably or by any other person or persons lawfully or equitably claiming or to claim by under or in trust for them and claiming any estate or interest whatsoever in the said flat or any of them or any part thereof from under or in trust for the Owners shall and will from time to time and at all times hereafter at the costs and requests of the Purchaser, do execute and perform or cause to be done and performed all such further and other lawful reasonable acts, deeds, things and assurances in respect of the said flat whatsoever for further and more perfectly assuring the said flat and every part thereof described in SCHEDULE "B" hereunder written unto and to the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

IT IS HEREBY AGREED BY AND AMONG THE PARTIES

HERETO as follows: -

1. The Purchaser shall have the right to obtain all the necessary connection and / or lines/ amenities for the use and enjoyment of the said flat hereby purchased.

2. The Purchaser and / or his agent or agents, shall have the right of access to the top roof of the said building for the purpose of common use without causing any inconvenience to the other owners and / or occupiers of the said building and the Purchaser shall have the common right of user and enjoyment of the roof / terrace and water reservoir on the roof and also mentioned in the SCHEDULE "C written hereunder.

3. The Purchaser and his employees, visitors and agents shall have the right of ingress in and egress out of the said flat through staircase, stair landings, corridors and passages to the main entrance and / or the road.

4. The Purchaser or his servants and agents shall not in anyway obstruct or cause to be obstructed the common passage,

landings, areas, roofs or staircase of the building nor store therein any rubbish or other materials, goods, articles and or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

5. The Purchaser or any occupiers of the said flat shall not demolish or remove or cause to be demolished or removed any structures, roof, ceilings, outer walls in or about the said flat PROVIDED THAT nothing herein contained shall prevent the Purchaser or the occupiers to decorate the said flat and / or repair and / or replace any fixtures and fittings worn out doors, windows and grills or to fix the exhaust fans, ventilator, air conditioning and air cooler machines and to effect such other repairs as may be necessary for the use occupation and enjoyment of the said flat.

6. It is hereby agreed and declared that the interest of the Purchaser in the said land and building is impartible and the Purchaser shall at no point of time demand partition of his said flat or interest in the undivided common areas of the said building.

7. The Purchaser shall maintain at his own costs the said flat and shall abide by all the laws, bye laws, rules and regulations of the Government, Kolkata Municipal Corporation and the rules and regulations of West Bengal Apartments Ownership Act, 1972 or any other authorities and local bodies and shall attend, answer and be responsible for all violations and breach of any of the laws or rules and regulations and shall observe and perform all the terms and conditions herein contained.

8. The Purchaser shall not keep nor store in the said flat any inflammable or combustible articles or any offensive articles or any other articles issuing bad smell nor shall the Purchaser do anything, which shall be or constitute any nuisance or annoyance to other flat Owners in the said building.

9. The Purchaser shall not throw or accumulate any dirt, rubbish, garbage in the Purchaser's flats or in the compound or any portion of the building and the premises.

10. That an Association of the flats Owners would be/ may be formed for the management of the said building /premises and for the common purposes and of which the Purchaser shall be / may

be a member and the Purchaser shall co-operate in such formation of the association and bear and pay the proportionate share of the costs of formation and the expenses for the association and upon formation of the Association the Purchaser shall observe and perform all the rules and regulations of the association as may be adopted from time to time and at all times for protection, maintenance, and occupation of the said building premises.

11. The Purchaser shall pay his proportionate share towards all outgoings in respect of the said flat also for the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, common amenities, common easement etc. more fully described in SCHEDULE "D" written hereunder.

12. The said flat has separately assessed for municipal taxes in the name of the Purchaser and he shall pay the proportionate share of the municipal taxes, rates etc. relating to their said flat.

13. The Purchaser shall not do any act or thing which may render void or voidable any insurance of the said building in which

the flat situated or any part thereof or whereby the premium payable in respect of the said insurance is likely to be affected by adverse enhancement.

14. That the Developer will be received ..... Percent GST which is included the sale price of the said flat and covered car parking space.

15. That upon registration the Purchaser shall confirm such mutation in his name as Owner of the said flat in the records of the Kolkata Municipal Corporation and shall pay the other common expenses and taxes regarding the building till the said flat mutated in the name of the Purchaser.

16. The Purchaser shall not decorate and / or paint the exterior of the said building / flat, doors, windows, grills, etc. otherwise than in a manner agreed by the Flat Owners' Association but can do so in a manner as near as may be in which it was previously decorated.

SCHEDULE "A" ABOVE REFERRED TO:  
(The Entire Land)

ALL THAT piece and parcel of land containing upon actual survey and measuring an area of 62Cottahs3Chittacks39sq.ft. more or less equivalent to 102.69 Decimals along with G + Four storied building named and identified as **PELICAN PITRASHISH SKY WALK** comprised in R.S Dag Nos.587, 582/1560, 588, 600/1559, 590, 591 and 592 , L.R Dag Nos.670,672, 673, 674, 676, 677 and 678, under R.S Khatian No. 965, 464/982, 325 and 839, L.R Khatian No. 2445 within Mouza – Ramchandrapur , J.L No.58, R.S No.228 under Police Station – Sonarpur , within the limits of Bonhoogly (1) Gram Panchayat , Pin -700103, District 24 Parganas (South),which is butted and bounded as follows:-

ON THE NORTH By land in R.S Dag Nos.1559, 600,590;

ON THE SOUTH ByLand in R.S Dag No.1560;

ON THE WEST By Partly by land in R.S Dag No.1641 & partly by Non Metal common passage.

ON THE EAST By 20 ft. wide Non-metal common passage.

THE SCHEDULE "B" ABOVE REFERRED TO:  
(Description of the Flat& Covered Car Parking Space)

ALL THAT oneself-contained residential flat, lying at the .....Floor, Block \_\_\_\_\_ side, measuring more or less .....sq.ft. super built up area, Tiles flooring (Carpet area

as per RERA .....Sq. mtr.i.e.....sq.ft.) being Flat No. ...., together with one covered car parking space measuring more or less ..... Sq.ft. on the Ground floor of the building together with the undivided proportionate share of land with right to use the common facilities such as roof, stairs and stair cases, sewer and sewerages, path, underground and overhead water reservoir, pump room, septic tank, boundary wall, outer wall, rain pipe and rain water pipes and other facilities within the SCHEDULE "A" property . The said flat is marked with "RED" border which is part and parcel of the said Sale Deed.

The Building having Lift facility.

THE SCHEDULE "C" ABOVE REFERRED TO  
(Common Area)

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, roof, exists, pathways and drive ways, Lift facilities from ground floor to top floor.
2. Water Sewerage and drainage connection pipe from the units to drain and sewers common to the premises.
3. Drains and Sewers from the premises to the Municipal Duct/septic tank.
4. Boundary walls of the premises including outside of the walls of the building and main gates.

5. Water pump, overhead tank and undergrounds water reservoirs water pipes and other common plumbing installation and space required thereto.
6. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
7. Window /door/grills and other fittings of the common areas of the premises.
8. Water pump and motor and its allied accessories and room.

THE SCHEDULE "D" ABOVE REFERRED TO:

(Common Expenses and Facility)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building after handover the flat.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.

3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightening, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
7. All such other expenses and outgoings as are deemed by the Vendor / Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.
8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.

9. That the deep tube well facilities shall be used by the occupiers of said multi storied building.
10. That 100% of the ultimate roof or terrace shall be used and treated as common for all the occupiers for the multi storied building.
11. That the occupiers of the building shall co-operate with each other to maintain the buildings from the common fund.
12. That the Purchaser should be restricted the movement of their pets such as cats and dogs on the roof area and the common area of the said building.
13. That the gymnasium and community Hall will be used for the Occupiers of the said Building commonly.
14. That if the Purchaser uses Generator facility then the Purchaser shall bear all the expenses regarding for.
15. That the back side of the land uses by both building owners in that respect no-body will raise any objection regarding that and both the co-owners of the said building will enjoy the same facilities and restrictions of the same.

IN WITNESSES WHEREOF parties hereunto have put their  
respective signs and seals and signatures on this the day, month  
and year first above written.

WITNESSES:-

1)

=====

SIGNATURE OF THE DEVELOPER

2)

=====

SIGNATURE OF THE PURCHASER

=====

SIGNATURE OF THE OWNER

Drafted by me as per instruction of the Client:

SUPRAKASH DHAR ( Advocate)  
AliporeJudges' Court &Criminal Court  
Kolkata 700 027

MEMO OF CONSIDERATION

RECEIVED OF and from the within named Purchaser the within mentioned sum of Rs.....( Rupees..... ) only being the total consideration money against the sale price of the said flat in the following manners:-

**DateCh. No./NEFT / RTGSBank & BranchAmount**

(Rupees.....) only.

WITNESSES: -

1

2.

=====

SIGNATURE OF THE DEVELOPER